



OCCMA

**Oregon City/County
Management Association**

A State Affiliate of **ICMA**

OCCMA Board of Directors Meeting

July 22, 2023 | 9:45 am – 11:45 am

Pendleton Convention Center | 1601 Westgate, Pendleton, OR 97801 |

Zoom Option

<https://us02web.zoom.us/j/81682641760?pwd=eDNNaUVKbzVYdys2ZEUyc3BLTCtOQT09>

Meeting ID: 816 8264 1760 | Passcode: 374228 | Dial-in: +1 (253) 215-8782

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



OCCMA Board of Directors Meeting

April 25, 2023 | 11:00 am

Seaside Civic and Convention Center | 415 First Avenue, Seaside, OR 97138

MINUTES

Board Members:

Scott Derickson, President – Excused
Dan Huff, President-Elect – Present
Susie Marston, Past President – Present (virtually)
Angela Speier, Secretary, LOC – Present
John Walsh, Director – Present
Andy Varner, Director – Present

Rachael Fuller, Director – Present
Adam Brown, Director – Present
Aaron Palmquist, Director – Present
Zoe Mombert, Director – Present (virtually)
Mark Shepard, Director – Present
Jerry Gillham, Director – Present

Others: Dan Bartlett, Senior Advisor; David Clyne, Senior Advisor; Dave Waffle, Senior Advisor; and Sheila Ritz, Senior Advisor (virtually)

A. Welcome

11:03 am

President-Elect Huff welcomed attendees and called the meeting to order at 11:03 am.

B. Consent Calendar

11:06 am

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

C. Approve the contract with Seaside Civic & Convention Center for 2024 NW Regional Managers Conference

11:06 am

It was moved by Director Palmquist and seconded by Director Shepard to authorize LOC staff to execute the contract with the Seaside Civic & Convention Center and authorize the deposit to be paid from the operations/unrestricted cash balance. The board discussed hotel options and the conference turnout from the last time Oregon hosted in 2019. The motion passed unanimously (10-0). [10-Yes (Huff, Marston, Walsh, Varner, Palmquist, Fuller, Brown, Shepard, Gillham, and Mombert); 0-No; 0-Abstain; 1-Absent (Derickson)].

D. Approve the contract with Best Western Hood River Inn for 2024 OCCMA Summer Conference 11:10 am

It was moved by Director Palmquist and seconded by Director Shepard to authorize LOC staff to execute the contract with the Best Western Hood River Inn and authorize the deposit to be paid from the operations/unrestricted cash balance. There was no discussion and the motion passed unanimously (10-0). [10-Yes (Huff, Marston, Walsh, Varner, Palmquist, Fuller, Brown, Shepard, Gillham, and Mombert); 0-No; 0-Abstain; 1-Absent (Derickson)].

E. Review Proposals to Host OCCMA 2025 & 2026 Summer Conferences 11:11 am

Ms. Speier explained the timeline for the RFP and noted staff received 11 responses from venues to host the summer conferences in 2025 and/or 2026. The board discussed the proposals and the pros and cons of moving the conferences around the state. Director Fuller said there should be good communication with the membership regarding the need to move the conference outside of central Oregon.

It was moved by Director Gillham and seconded by Past President Marston to direct staff to work with President Derickson to execute a contract with Riverhouse to host the 2025 OCCMA Summer Conference and Ashland to host the 2026 OCCMA Summer Conference. Director Palmquist noted the higher food and beverage minimums and the need to secure sponsorships to keep costs down for the membership. The motion passed unanimously (10-0). [10-Yes (Huff, Marston, Walsh, Varner, Palmquist, Fuller, Brown, Shepard, Gillham, and Mombert); 0-No; 0-Abstain; 1-Absent (Derickson)].

F. Approve OLLG Contract Amendment 11:27 am

Ms. Speier explained the need to remove the OLLG's partnership with LGHN from the current contract. She also explained the amendment allows for additional professional development training opportunities. The board would like to ensure the professional development opportunities stay within the budgeted amount of \$2,000.

It was moved by Director Palmquist and seconded by Director Shepard to approve the first addendum to the Contract for Services between the OCCMA and the OLLG expiring on June 30, 2024. There was no discussion and the motion passed unanimously (10-0). [10-Yes (Huff, Marston, Walsh, Varner, Palmquist, Fuller, Brown, Shepard, Gillham, and Mombert); 0-No; 0-Abstain; 1-Absent (Derickson)].

Director Fuller explained the organization is looking for support with strategic planning and stressed the importance of supporting this effort. She said they don't have a lot of funds to help support this, but asked if the board knows of someone who could help with facilitating a strategic planning session. The board discussed possible options and Director Fuller said she will follow up with the individuals discussed.

G. Review Survey Results and Recommendation from Veterans Committee 11:33 am

Director Palmquist provided an overview of the survey results from the veteran's survey. He explained who could join a veteran's affiliate group and that ICMA is supportive of Oregon forming a local affiliate group. The board discussed the inclusivity of a veteran's affiliate organization and how to encourage veterans to work for local governments.

It was moved by Director Gillham and seconded by Director Palmquist to accept the Ad Hoc Veteran Committee recommendation to establish an Oregon Veterans Affiliate Organization within OCCMA in the

continued development, support, and diversification for those desiring to continue to serve in Oregon's government professions and vocations. There was no discussion and the motion passed unanimously (10-0). [10-Yes (Huff, Marston, Walsh, Varner, Palmquist, Fuller, Brown, Shepard, Gillham, and Mombert); 0-No; 0-Abstain; 1-Absent (Derickson)].

H. Senior Advisor Vacancy

11:41 am

President-Elect Huff noted that Ric Ingham submitted a letter of resignation yesterday. Rob Drake has applied to serve as the senior advisor for Eastern Oregon (region 8). The board discussed Rob's application and noted that he doesn't meet the ICMA requirements to be a senior advisor under their program. The board discussed bringing Rob Drake on as an OCCMA Advisor and the precedent this will set moving forward. Ms. Speier reviewed the budget and noted the budget could likely withstand not getting the 50 percent reimbursement from ICMA for Mr. Drake's travel expenses. The board felt the benefit of having Mr. Drake serve as an advisor outweighs the potential expenses. The board discussed the need to promote more diversity in the senior advisor ranks and suggested doing direct outreach for the next round of recruitment. The board also discussed how to encourage peer-to-peer support within the OCCMA.

It was moved by Director Varner and seconded by Director Palmquist to accept Ric Ingham's resignation from the senior advisor program. There was no discussion and the motion passed unanimously (10-0). [10-Yes (Huff, Marston, Walsh, Varner, Palmquist, Fuller, Brown, Shepard, Gillham, and Mombert); 0-No; 0-Abstain; 1-Absent (Derickson)].

It was moved by Director Palmquist and seconded by Director Walsh to keep Rob Drake as an OCCMA advisor for the LOC Region 12 (OCCMA Senior Advisor Region 8). There was no discussion and the motion passed unanimously (10-0). [10-Yes (Huff, Marston, Walsh, Varner, Palmquist, Fuller, Brown, Shepard, Gillham, and Mombert); 0-No; 0-Abstain; 1-Absent (Derickson)].

I. Membership Report

11: 59 am

Ms. Speier reviewed the membership report and noted the increase in membership since the January board meeting. She said the membership numbers are consistent with prior year numbers.

J. Oregon/Washington Dinner at ICMA Annual Conference

12:03 pm

Ms. Speier said it is Oregon's turn to organize the Oregon/Washington Dinner at the ICMA Annual Conference. The conference is taking place September 30-October 4, 2023 in Austin, Texas with the dinner scheduled to occur at 6:00 pm on October 2. Staff is seeking direction from the board on how the board would like the dinner to be booked. The board directed staff to collect RSVPs, reserve tables at a restaurant and everyone would order and pay separately.

It was moved by Director Shepard and seconded by Director Palmquist to have President Derickson and Director Brown work with staff to identify and secure a reservation for the Oregon/Washington Dinner. There was no discussion and the motion passed unanimously (10-0). [10-Yes (Huff, Marston, Walsh, Varner, Palmquist, Fuller, Brown, Shepard, Gillham, and Mombert); 0-No; 0-Abstain; 1-Absent (Derickson)].

K. Registration Cost for OCCMA Summer Conference**12:05 pm**

The board decided to keep the registration cost to attend the 2023 OCCMA Summer Conference the same as last year.

L. Committees**12:05 pm****1. Audit**

President-Elect Huff said there is nothing new to report.

2. Bylaws

Director Palmquist said he is working with staff to fine tune some changes and the committee will meet to review those recommended changes prior to the board meeting in July.

3. Communications

Director Varner referred to his written report in the packet.

4. DEI

Director Shepard reported on the progress the committee has been making on their seven goals.

5. Ethics

Director Mombert said the Ethics Committee has not had a need to meet this year.

6. ICMA Liaison

Director Brown reported on the ICMA Conference Planning Committee meeting in Austin. He said the location is great, but lodging will likely be more expensive. He said ICMA is opening their international programs again and encouraged the board to consider hosting an international fellow.

7. Nominating

Past President Marston said the Nominating Committee met in February and are recommending changes to section 2 of the bylaws and the board application to encourage and promote greater diversity on the OCCMA Board of Directors. The board applications will be due July 30 and the Nominating Committee will interview all the candidates for the OCCMA and LOC boards.

8. Professional Development

President-Elect Huff said this is the first time the OCCMA has had a presence at the LOC Spring Conference. Director Gillham asked for feedback on the economic development session at the Summer Conference. Director Fuller suggested touching on how to negotiate SIP and enterprise zone agreements.

9. Support for Managers

Director Brown said the committee continues to meet monthly.

10. Northwest Women's Leadership Academy

Director Fuller said the NWWLA will be graduating its 5th cohort on June 2. They are also putting together a session for the summer conference and noted that Megan George will serve as the next chair.

11. Veterans Committee

Director Palmquist noted this committee report was already covered.

12. Civic Education Committee

Director Mombert said the committee is hoping to develop a playbook for the Civic Education Toolkit. She said the committee would like to survey the membership to gauge what they would like to see in a playbook or how the committee can make the toolkit a better resource. She is also hoping to find another 509 student who could help produce the playbook.

13. Scholarship Committee

Director Brown provided an overview of the committee's recommendation for a new scholarship program. He said the committee is asking for the board to approve sending this to the membership for comment and then to bring it back to the board for consideration. The board reviewed the program and felt the eligibility requirement of past or current service to the OCCMA as a barrier.

It was moved by Director Fuller and seconded by Director Shepard to remove the eligibility requirement of past or current service to the OCCMA and then send it to the membership for feedback. There was no discussion and the motion passed unanimously (10-0). [10-Yes (Huff, Marston, Walsh, Varner, Palmquist, Fuller, Brown, Shepard, Gillham, and Mombert); 0-No; 0-Abstain; 1-Absent (Derickson)].

M. Senior Advisor Update

12:31 pm

David Clyne reported on the Support for Managers Committee and provided an update on the city manager recruitments in his region. He is serving as a senior fellow with PSU and is also serving on the board for the Oregon Clean Power Co-Op.

Sheila Ritz reported on the city manager/administrator recruitments happening in Canby and Sandy.

N. Other

12:40 pm

None.

O. Adjournment

12:40 pm

President-Elect Huff adjourned the meeting at 12:40 pm.

APPROVED by the OCCMA Board of Directors on July 22, 2023.

Respectfully submitted by:

/s/Angela Speier, Project & Affiliates Manager



Oregon City/County Management Association

Budget vs. Actuals FY23

January - December 2023

	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
3-4350 Spring Conference			
3-4351 Spring Conference Registration	2,543.00	2,800.00	257.00
Total 3-4350 Spring Conference	2,543.00	2,800.00	257.00
3-4400 Summer Conference	400.00		-400.00
3-4104 Registration Summer Conference	25,100.00	35,000.00	9,900.00
3-4407 Sponsorships	43,618.73	30,000.00	-13,618.73
3-4420 Activity Fee	700.00	1,000.00	300.00
Total 3-4400 Summer Conference	69,818.73	66,000.00	-3,818.73
3-4600 NW Women's Academy	325.00		-325.00
3-4606 NW Women's Leader Summit	15,050.00	16,000.00	950.00
Total 3-4600 NW Women's Academy	15,375.00	16,000.00	625.00
Total 3-4000 Conference Income	87,736.73	92,300.00	4,563.27
3-4700 General Operations			
3-4001 Dues	50,446.62	50,000.00	-446.62
3-4702 Dues Surcharge Scholarship(s)		5,000.00	5,000.00
3-4770 CIS Senior Advisor	2,500.00	2,500.00	0.00
3-4780 ICMA Senior Advisor	3,197.00	5,000.00	1,803.00
3-4785 Charlie Henry Scholarship		0.00	0.00
Total 3-4700 General Operations	56,143.62	62,500.00	6,356.38
3-9998 Uncategorized Income	-13,800.00	224,271.00	238,071.00
Oregon Latinos in Local Government			
3-4611 OLLG Dues	325.00	16,000.00	15,675.00
Total Oregon Latinos in Local Government	325.00	16,000.00	15,675.00
Total Income	\$130,405.35	\$395,071.00	\$264,665.65
GROSS PROFIT	\$130,405.35	\$395,071.00	\$264,665.65
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		2,500.00	2,500.00
Total 3-5330 Fall Conference		9,100.00	9,100.00
3-5360 Spring Workshop			
3-5361 Food & Beverage -Spring		2,000.00	2,000.00



Oregon City/County Management Association

Budget vs. Actuals FY23

January - December 2023

	TOTAL		
	ACTUAL	BUDGET	REMAINING
3-5362 Room Rental - Spring		600.00	600.00
3-5364 Speaker(s) - Spring	1,280.41	1,000.00	-280.41
Total 3-5360 Spring Workshop	1,280.41	3,600.00	2,319.59
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		3,500.00	3,500.00
3-5444 Food & Beverage Summer		35,000.00	35,000.00
3-5445 Lodging Summer		2,000.00	2,000.00
3-5446 Postage/Printing Summer	360.00	500.00	140.00
3-5447 Travel Summer		500.00	500.00
3-5449 Summer Wells/Jordan Scholarship		2,500.00	2,500.00
3-5450 Speaker Summer		7,500.00	7,500.00
Total 3-5440 Summer Conference	360.00	55,000.00	54,640.00
3-5550 NW Regional			
3-5557 NW Travel		4,000.00	4,000.00
Total 3-5550 NW Regional		4,000.00	4,000.00
3-5600 NW Women Academy			
3-5601 LOC Admin Svcs NWWLA	1,287.50	2,575.00	1,287.50
3-5602 Other Administration	282.79	9,600.00	9,317.21
3-5604 Speaker	2,000.00		-2,000.00
3-5605 NW Women Food & Beverage	888.70	6,000.00	5,111.30
3-5606 Miscellaneous		1,000.00	1,000.00
Total 3-5600 NW Women Academy	4,458.99	19,175.00	14,716.01
Total 3-5100 Conferences	6,099.40	90,875.00	84,775.60
3-5700 Oregon Latino's in Local Government			
3-5701 LGHN Dues		13,300.00	13,300.00
3-5702 Meetings & Events	325.00	2,650.00	2,325.00
3-5703 LOC Admin Services- LGHN	1,563.00	3,126.00	1,563.00
3-5704 Travel - LGHN		2,000.00	2,000.00
Total 3-5700 Oregon Latino's in Local Government	1,888.00	21,076.00	19,188.00
3-6000 Operations Expense			
3 6056 Listerv		750.00	750.00
3-6001 LOC Services	12,874.98	26,523.00	13,648.02
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		3,000.00	3,000.00
3-6030 Membership	183.78		-183.78



Oregon City/County Management Association

Budget vs. Actuals FY23

January - December 2023

	TOTAL		
	ACTUAL	BUDGET	REMAINING
3-6033 Miscellaneous		1,500.00	1,500.00
3-6034 Miscellaneous Credit Card Exp	33.00	3,000.00	2,967.00
3-6035 Insurance	500.00	750.00	250.00
3-6036 National/Committee Travel	811.88	8,000.00	7,188.12
3-6039 Newsletter		2,500.00	2,500.00
3-6042 Postage	8.37	400.00	391.63
3-6045 Printing, Fax		300.00	300.00
3-6051 Scholarships Charlie Henry		2,500.00	2,500.00
3-6054 Senior Advisor	2,006.37	14,000.00	11,993.63
3-6057 Web Support	1,188.00	1,500.00	312.00
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	1,050.00	2,500.00	1,450.00
Total 3-6000 Operations Expense	18,656.38	86,323.00	67,666.62
Melio Credit card fee	42.00		-42.00
Total Expenses	\$26,685.78	\$198,274.00	\$171,588.22
NET OPERATING INCOME	\$103,719.57	\$196,797.00	\$93,077.43
NET INCOME	\$103,719.57	\$196,797.00	\$93,077.43



Oregon City/County Management Association

Transaction List by Vendor

March - June, 2023

DATE	TRANSACTION TYPE	NUM	POSTING	MEMO/DESCRIPTION	ACCOUNT	AMOUNT
Ashland Hills Hotel						
06/29/2023	Bill Payment (Check)	143308	Yes	Deposit - 2026 Summer Conference	3-1001 Checking	-4,800.00
Best Western Plus Hood River Inn						
06/07/2023	Bill Payment (Check)	143305	Yes	Deposit - 2024 Summer Conference	3-1001 Checking	-2,000.00
Canopy						
03/27/2023	Bill Payment (Check)		Yes	MIT Counseling Services	3-1001 Checking	-150.00
06/06/2023	Bill Payment (Check)		Yes		3-1001 Checking	-150.00
06/07/2023	Bill Payment (Check)		Yes		3-1001 Checking	-150.00
06/29/2023	Bill Payment (Check)		Yes		3-1001 Checking	-150.00
Dave Kanner						
04/25/2023	Bill Payment (Check)		Yes	Senior Advisor Expense Reimbursement	3-1001 Checking	-68.91
Dave Waffle						
04/20/2023	Bill Payment (Check)		Yes	Senior Advisor Expense Reimbursement	3-1001 Checking	-56.99
David Clyne						
05/02/2023	Bill Payment (Check)		Yes	Spring Workshop	3-1001 Checking	-75.00
Hood River						
03/31/2023	Bill Payment (Check)		Yes	City Dues overpayment	3-1001 Checking	-38.34
LOC						
04/24/2023	Bill Payment (Check)		Yes	OLLG - Board Member Spring Conference Reg.	3-1001 Checking	-325.00
05/11/2023	Bill Payment (Check)		Yes	OCCMA Website Renewal/NWWLA 3/3 Lunch	3-1001 Checking	-1,634.70
05/31/2023	Bill Payment (Check)		Yes	Venue Deposit - Seaside NW Regional Managers	3-1001 Checking	-2,000.00
05/31/2023	Bill Payment (Check)		Yes	Quarterly - LOC Staffing for OCCMA, OLLG, NWWLA	3-1001 Checking	-7,862.74
Melio						
03/31/2023	Bill Payment (Check)	143306	Yes		3-1001 Checking	-1.50
04/29/2023	Bill Payment (Check)	143315	Yes		3-1001 Checking	-1.50
04/30/2023	Bill Payment (Check)	143314	Yes		3-1001 Checking	-1.50
04/30/2023	Bill Payment (Check)	143316	Yes		3-1001 Checking	-1.50
04/30/2023	Bill Payment (Check)	143317	Yes	Check Fees	3-1001 Checking	-1.50
05/01/2023	Bill Payment (Check)	143318	Yes		3-1001 Checking	-1.50
05/02/2023	Bill Payment (Check)	143319	Yes		3-1001 Checking	-1.50
05/31/2023	Bill Payment (Check)	143320	Yes		3-1001 Checking	-1.50
06/08/2023	Bill Payment (Check)	143311	Yes		3-1001 Checking	-1.50
06/28/2023	Bill Payment (Check)	143310	Yes		3-1001 Checking	-1.50



Oregon City/County Management Association

Transaction List by Vendor

March - June, 2023

DATE	TRANSACTION TYPE	NUM	POSTING	MEMO/DESCRIPTION	ACCOUNT	AMOUNT
06/28/2023	Bill Payment (Check)	143312	Yes		3-1001 Checking	-1.50
06/30/2023	Bill Payment (Check)	143309	Yes		3-1001 Checking	-1.50
Ric Ingham						
04/24/2023	Bill Payment (Check)		Yes	Senior Advisor Expense Reimbursement	3-1001 Checking	-98.25
Sheila Ritz						
04/24/2023	Bill Payment (Check)		Yes	Senior Advisor Expense Reimbursement	3-1001 Checking	-128.25
TsaiComms LLC						
03/24/2023	Bill Payment (Check)		Yes	NWWLA DEI Speaker	3-1001 Checking	-2,000.00



OCCMA

**Oregon City/County
Management Association**

A State Affiliate of **ICMA**

To: OCCMA Board of Directors
From: Angela Speier, Project & Affiliates Manager
Date: July 14, 2023
Subject: Summary of Contracts Executed on Behalf of OCCMA

On April 25, 2023 the board approved the attached contracts:

- Seaside Civic & Convention Center for the 2024 NW Regional Managers Conference
- Best Western Hood River Inn for the 2024 OCCMA Summer Conference

The board also authorized staff to execute contracts with the following venues:

- The Riverhouse on the Deschutes for the 2025 OCCMA Summer Conference
- The Ashland Hills Hotel & Suites

In addition, staff worked with President Derickson and President-Elect Huff to secure the keynote speaker for the 2023 OCCMA Summer Conference.

Attachments:

1. Contract with the Seaside Civic & Convention Center
2. Contract with Best Western Hood River Inn
3. Contract with the Riverhouse on the Deschutes
4. Contract with the Ashland Hills Hotel & Suite
5. Contract with Grove Consultants International

**SEASIDE CIVIC & CONVENTION CENTER
LICENSE AGREEMENT
(STANDARD, F&B SERVICE FEE ADJUSTMENT)**

This agreement is made and entered into by and between the Seaside Civic and Convention Center, hereinafter referred to as "THE CENTER" whose address is 415 First Avenue, Seaside, Oregon 97138, and **OR City County Management Association** hereafter referred to as "LICENSEE".

AUTHORIZED REPRESENTATIVE: Lisa Trevino

ADDRESS/CITY/STATE/ZIP CODE: 1201 Court Street Suite 200, Salem, OR 97301

DAYTIME PHONE: (503) 540-6599 (Angela Speier, Event Contact) EMAIL: aspeier@orcities.org (Angela)

NAME OF EVENT: Northwest Regional Managers Conference 2024

EVENT DATE(S): March 26-29, 2024

ESTIMATED ATTENDANCE: 125-150

EVENT WEBSITE: www.occma.org/NW-Regional-Conference

PUBLIC EVENT: ☒ NO ☐ YES

ROOM USAGE: All Public Spaces

TYPE OF EVENT: Conference

The City of Seaside owns and manages the Seaside Civic and Convention Center, and the LICENSEE desires a temporary non-assignable right to use and occupy a portion of the premises of the Center.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE FOLLOWING, PROMISES, COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

- A. **FACILITY USE SCHEDULE:** The term of this agreement is from **12:00PM to 11:59PM on day one, 6:00AM to 10:00PM on days two and three, and 6:00AM to 3:00PM on day four** that facilities are to be provided by the CENTER, unless additional time is authorized in advance.
- B. **OVERTIME:** LICENSEE shall pay to the Center an additional use fee in the sum of \$75.00 for each hour (will be prorated in ¼ hr increments) for the extension of said Event on the premises by LICENSEE, its patrons or customers **AFTER SIXTEEN (16) CONSECUTIVE HOURS EACH DAY.**

PAYMENT SCHEDULE

RENTAL FEES: \$1,000.00/day

Payment shall be made in the following manner and on the basis and terms set forth below: Check, Cash, cashier's, credit card (*Note: 3% transaction fee will apply to all credit card payments*) or money order made payable to the "City of Seaside".

RENTAL DEPOSIT OF \$2,000.00 and SIGNED LICENSE AGREEMENT DUE: May 2, 2023

Failure to make advance rental deposits as outlined above shall constitute immediate breach of this agreement by LICENSEE. In the event of such failure to make advance payments as required, it is agreed that the Center may, at its sole discretion, cancel this event and retain all deposits received for rental and apply such amounts to the amounts due and owing to Center and all remedies available to it as pursuant in Paragraph 14. The Center will credit deposits paid against the costs of the event at the time the Center prepares a final

invoice for the event. LICENSEE shall pay other event or service costs and the balance of the facility rental charge, if any, immediately on receipt of the Center invoice. Interest will be assessed and paid at one and one-half per cent (1.5%) per month on all balances due after thirty (30) days from the date of billing. It is further understood and agreed that the failure to make rental deposits and to meet all obligations under the terms of this agreement, shall result in the termination of all future scheduled events.

SERVICES TO BE PROVIDED BY THE CENTER AT CENTER'S EXPENSE

- A. Standard facility set-up and strike, changeovers, and housekeeping services.
- B. Basic Sound, lighting, audio visual equipment, multimedia projector, fiber-optic wireless internet, heating, custodial services, parking, HVAC services and 250 black and white copies.
- C. Such equipment including, but not limited to, stage, risers, chairs and tables.

SERVICES TO BE PROVIDED BY THE CENTER AT LICENSEE'S EXPENSE

- A. Security, static IP address, scissor-lift, exhibitor table/linens/skirts, follow-spot, excessive electrical needs and pipe and drape services, duplicating of material exceeding 250 black and white copies, all color copies.
- B. The CENTER, or its designee, will furnish additional services to LICENSEE such as labor, audio-visual, sound, lighting, equipment materials (to the extent of the existing inventory), and technicians, at LICENSEE'S request. All charges arising from such services shall be charged to LICENSEE by Center or its designee at the prevailing rate for such additional services.
- C. Unless otherwise authorized by the General Manager, all plumbing, electrical or carpenter's work required to be done on the premises of Center in connection with LICENSEE's use thereof, and all electrical current or domestic gas required for the LICENSEE's use (excepting normal heating and lighting) shall be done or furnished by the Center or approved representative. For such, LICENSEE shall pay the Center based on the current rates in effect for the facility.

1. **AUTHORIZED AREA AND TERMS:** Center reserves the right to control all Lobby and Common Area(s) and will permit LICENSEE to use those areas of the Lobby and Common Area(s) as is deemed appropriate for the event. The kitchen, administrative and storage areas of the Center are for the exclusive use of Center staff. Access to these areas will be granted if deemed necessary by the Center General Manager. Center shall have the right to use, or permit to be used, any portion of the Center that is not granted to the LICENSEE under this agreement. This right shall be subject to Center General Manager's prudent business judgment. **In the event of a disagreement on the best use of the building, the decisions of Center General Manager shall be final.**

2. **DEFACEMENT OF FACILITY:** It is understood and agreed that the Center licenses to LICENSEE the authorized area in the Facility "as is" and that the LICENSEE will make, at its own expense, all changes, alterations, installations and decorations therein that are previously agreed to by the Center, and the LICENSEE will restore, at its own expense, the Facility to the same condition in which it existed prior to any alterations. LICENSEE shall be responsible for any costs to repair or replace property at the Center damaged or lost during the term of this Agreement. Ordinary wear and tear, or by other cause beyond control of LICENSEE is accepted.

3. **INDEMNITY:** LICENSEE agrees to indemnify and hold harmless the City of Seaside, its employees and agents, against any and all claims, demands, causes of action, costs and liabilities, in law, or in equity, directly or indirectly resulting from or caused by LICENSEE's use and occupation of the facilities herein above described whether such use is authorized or not, or for any act or omission of LICENSEE, or any of its officers, agents, employees, guests, patrons, or invitees, and the LICENSEE shall, at its sole risk and expense, defend such suits, actions, or other legal proceedings arising from LICENSEE'S use, occupation, act or omission which may be instituted against the City of Seaside, its employees or agents; in any such suit, action or legal proceedings arising from LICENSEE's use, occupation, act or omission; and LICENSEE shall pay for any and all damages to the facility described, normal wear and tear excepted, caused by LICENSEE, its officers, agents, employees, guests, patrons and invitees; provided, however, that this paragraph shall not indemnify the City, its employees, agents for any claim, liability or damage arising or resulting from the negligent acts of the City, its agents and employees.

4. **INSURANCE:** LICENSEE shall maintain in full force and effect during LICENSEE's use and occupation of the facilities as herein provided and any extension thereof, at LICENSEE's expense, bodily injury, liability, and property damage insurance. In addition to LICENSEE, the City of Seaside and its employees and agents thereof shall be named as additional insured. For meetings consisting between 40-100 attendees the policy shall not be less than five hundred thousand dollars (\$500,000.00). Meetings exceeding 100+ attendees shall provide coverage in the amount of one million dollars (\$1,000,000.00) single limit covering bodily injury, personal liability and property damage (for damage to property of City of Seaside) arising out of or in any way connected with LICENSEE's agreement. LICENSEE shall furnish the Center General Manager a copy of the policy or certificate of insurance to be in full force and effect during the term of this agreement. This policy is due thirty (30) days prior to occupancy. LICENSEE shall not be required to provide insurance coverage of meetings up to 40 attendees unless catering and/or alcoholic beverages are served. In this case LICENSEE shall provide coverage in the amount of five hundred thousand dollars (\$500,000.00) Note: All usage, regardless of number of attendees, involving the Pacific, Necanicum or combination of either must provide one million dollars (\$1,000,000.00) insurance coverage.

5. **COMPLIANCE WITH LAWS:** LICENSEE shall, at its own expense, promptly comply and cause its employees, agents, contractors, exhibitors, patrons and invitees to comply with all laws, ordinances, orders, rules, regulations and requirements of all federal, state, county and city governments, commissions, and officers, whenever applicable, all rules and regulations of the City of Seaside Police and Fire Department, and all policies, rules and regulations established by the City of Seaside for the use of the Center. Such compliance shall also include all arrangements necessary for compliance with the American with Disabilities Act (ADA) requirements.

6. **PUBLIC HEALTH AND SAFETY:** LICENSEE agrees not to bring into the Center, any material, substance, equipment, object, or activity which is likely to cause damage to the Center, endanger the life or cause bodily injury to any person in the Center, or which is likely to constitute a hazard without the prior written approval of the Center General Manager and appropriate authorities of the City of Seaside. LICENSEE must ensure that its employees, agents, contractors, exhibitors, patrons and invitees comply with such restrictions. LICENSEE will not permit entrance by persons inside any area of the Center in excess of established capacity for such area. LICENSEE shall not permit any live animal, reptile, fish or bird to enter and remain in the Center unless approved in writing by the Center General Manager, with exception of the American with Disabilities Act (ADA) service animal provisions. All such animals so admitted must remain on a leash at all times.

7. **ASSIGNMENT:** No assignment of this agreement shall be made by LICENSEE without prior written consent of the Center General Manager.

8. **STORAGE:** In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the premises either prior to, during or after using the facility by any LICENSEE hereunder, the Center and its employees shall act solely for the accommodation of the LICENSEE, and neither the Center nor its employees shall be liable for any loss, damage or injury to property. Items may be delivered no sooner than seventy-two (72) hours prior to occupancy. A storage fee of \$100.00/day will commence for all items left beyond forty-eight (48) hours of conclusion of occupancy.

9. **OBSTRUCTIONS:** LICENSEE shall not do, or permit to be done, anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, or air conditioning systems or portions thereof in the Center, nor do, or permit to be done, anything which may interfere with free access and passage thereof, or to the public areas adjacent thereto, or to the street or sidewalks adjoining.

10. **SCHEDULING:** Unless otherwise specified in writing, the Center General Manager shall be privileged to schedule other similar events both before and after the date of this contract without notice to LICENSEE.

11. **COPYRIGHT INFRINGEMENT:** The LICENSEE represents and warrants that all copyrighted music will be performed or produced, with the express permission from the copyright owner or through a music license from a designated Performing Rights Organization including, but not limited to ASCAP, BMI or SESAC. The LICENSEE represents and warrants that all obligations under the copyright license shall be performed or completed by the LICENSEE. The LICENSEE agrees to defend, hold harmless and indemnify the Center for any and all liability, claims, costs, action expenses including legal fees that may arise out of or from a copyright license agreement or copyright license agreement or copyright infringement lawsuit or both or any representation or warranty made herein.

12. OCCUPANCY INTERRUPTIONS: In case the Center or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence, labor disputes, war or acts of military authorities shall render the fulfillment of this contract difficult or impossible of performance, this rental agreement shall be at once canceled. The Center shall not, in any case, be held liable or responsible to LICENSEE for any damage caused by the cancellation and the Center shall be relieved from any further liability by reason of this agreement, and no claims or compensation of damage shall be made against the Center by LICENSEE. Any refund for the unused portion of the agreement shall, under such circumstances be refunded to LICENSEE.

13. DEFAULT: Should the LICENSEE default in the performance of any of the terms and conditions of this license, the Center at its option, may terminate the same. LICENSEE shall be liable for the full amount of the fee provided herein. Any deposit made by LICENSEE to the Center shall be retained by the Center.

14. CANCELLATIONS BY CENTER: In addition to the right to terminate this license agreement upon LICENSEE's default, misrepresentation of intent to use the center or failure to meet first priority scheduling requirements as defined in the Center's scheduling policies for contracts signed twelve (12) months and beyond, the Center General Manager under extreme conditions shall have the right to terminate all or part of this agreement at any time, without liability to the Center upon thirty (30) days written notice. This agreement may also be terminated when the facilities are required for public necessity or emergency use. Under such termination, any deposit made by LICENSEE shall be refunded.

15. DISCRIMINATION: LICENSEE further promises and agrees that it will not, on the grounds of race, color, sex or national origin, discriminate or permit discrimination against any person or groups of persons during its use and occupancy of the premises.

16. HAZARDOUS SUBSTANCES: LICENSEE, its officers, employees and agents, and any exhibitors, customers or other participants in the event(s) covered by the License Agreement are prohibited from bringing any hazardous substance into the authorized areas or onto Center property and are prohibited from allowing any hazardous substance to be brought into the authorized areas or onto Center property. As used in this paragraph, "hazardous substance" has the meaning given that term in ORS 466.540(9). If any governmental authority or other third party demands that a clean-up plan be prepared and that a clean-up be undertaken because of any release of hazardous substances that occurs as a result of LICENSEE's use of the authorized areas or entry on Center property, LICENSEE shall, at LICENSEE'S expense, prepare and submit the required plan and all related bonds and other financial assurances, and LICENSEE shall carry out all such clean-up plans. LICENSEE agrees to indemnify the City of Seaside and their respective members, officers, agents, directors and employees against any claims, costs and expenses of any kind, whether direct or indirect, incurred voluntarily or pursuant to any state or federal law, statute, regulation or order, for the clean-up, extraction, detoxification or neutralization of any release of any hazardous substance associated with or arising from the LICENSEE'S use of the authorized areas or entry on Center property. As used in this paragraph, "release" has the meaning given that term in ORS 466.540(4). LICENSEE's obligation under this paragraph survives termination or expiration of the License Agreement.

17. ATTORNEY FEES AND COSTS: If case, suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action, in addition to all other sums provided by law. If any party to this Agreement places it in the hands of an attorney for collection or enforcement of the covenants contained herein as a consequence of a default, the party in default agrees to pay the reasonable fees and expenses of such attorney, even though no suit or action is instituted, as a consequence of default any suit or action instituted pursuant to this provision shall be filed in the Circuit Court for Clatsop County Oregon.

18. LICENSEE'S ASSUMPTION OF RESPONSIBILITY: The LICENSEE expressly assumes full responsibility for all persons connected with LICENSEE'S use of facility, including all its employees, agents, members, invitees and contractors. **All paid contractors (decorators, sound and/or lighting technicians) of the LICENSEE must have a current City of Seaside business license.**

19. ADDENDA AND ATTACHMENTS: Any addenda, statement of policy, requirements and/or operations items attached hereto are made a part of this Agreement as if copied in full herein.

20. CANCELLATION FEE: A cancellation fee of **\$1,000.00** will be in effect for this contract if canceled with less than twelve (12) month written notice from day of event.

21. **FORCE AND EFFECT:** This license agreement shall have no force or effect unless executed. The original hereof shall be delivered to the CENTER. LICENSEE covenants and agrees that its failure to fully and faithfully perform all covenants, material conditions and agreements hereunder shall excuse Centers continued performance. LICENSEE is not authorized to bind the Center to any contracts or other obligations. The Center shall not be liable for any acts of LICENSEE or their assistants or employees in exercising the license granted herein

22. **FOOD BEVERAGE AND CONCESSIONS:** Oregon Fine Foods, the contracted caterer for the Center shall have exclusivity on all food, beverage and concession sales (including outside catering) and distributions. *Service fee guaranteed to not exceed 20%.*

23. **DISPUTE RESOLUTION:** In the event that a dispute arises under this Agreement that the parties can't resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: each party to this Agreement shall appoint one member to the Dispute Panel, and the members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. The parties shall equally share the costs, if any, for the services of the Dispute Panel.

24. **HOLD HARMLESS/INDEMNIFICATION:** Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees, and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and omissions of those entities or individuals not a party to this Agreement.

25. **FORCE MAJEURE:** The performance of the Agreement by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local governmental authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, unreasonable delay, or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to hold the Event or to fully perform the terms of the Agreement. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

26. **APPLICATION OF LAW:** This agreement shall be construed by the law of the State of Oregon.

License agreement shall become null and void unless fully executed by LICENSEE and returned to the Center by:
May 2, 2023

*An electronic signature, or counterpart original signatures, shall have the same force and effect, all serving to bind the signing party to this agreement.

Seaside Civic and Convention Center:

By: Brian J Owen

Brian J. Owen
General Manager

4/25/2023 | 4:03 PM PDT

(Date)

Licensee:

By: 
Authorized Representative

Lisa Trevino

Print Name

Member Engagement Director
Title

April 25, 2023
(Date)

Certificate Of Completion

Envelope Id: 1D6BF6A81C9445EDBEDE1D9842FC2AC2

Status: Completed

Subject: Complete with DocuSign: Northwest Regional Managers Conference 03262024.pdf

Source Envelope:

Document Pages: 5

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 0

Tina Eilers

AutoNav: Enabled

989 Broadway St

Envelopeld Stamping: Enabled

nil

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Seaside, OR 97138

teilers@seasideconvention.com

IP Address: 107.190.214.18

Record Tracking

Status: Original

Holder: Tina Eilers

Location: DocuSign

4/25/2023 3:46:06 PM

teilers@seasideconvention.com

Signer Events**Signature****Timestamp**

Brian J Owen

bowen@seasideconvention.com

General Manager

Seaside Civic and Convention Center

Security Level: Email, Account Authentication
(None)*Brian J Owen*Signature Adoption: Pre-selected Style
Using IP Address: 107.190.214.18

Sent: 4/25/2023 3:47:47 PM

Viewed: 4/25/2023 4:02:58 PM

Signed: 4/25/2023 4:03:18 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Angela Speier

aspeier@orcities.org

Project Coordinator

League of Oregon Cities

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 4/25/2023 4:03:19 PM

Viewed: 4/27/2023 1:20:56 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jennifer Travis

jtravis@seasideconvention.com

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 4/25/2023 4:03:19 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Celeste Kenneally ckenneally@seasideconvention.com Master Badassery Badass Academy 2.0 Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/25/2023 4:03:19 PM
Jennifer Biamont jbiament@seasideconvention.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/25/2023 4:03:19 PM
Rosco Rotella rrotella@oregonfinefoods.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/25/2023 4:03:19 PM
Jeremy Tolliver jtolliver@oregonfinefoods.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/25/2023 4:03:19 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/25/2023 3:47:47 PM
Certified Delivered	Security Checked	4/25/2023 4:02:58 PM
Signing Complete	Security Checked	4/25/2023 4:03:18 PM
Completed	Security Checked	4/25/2023 4:03:19 PM
Payment Events	Status	Timestamps



Hood River Inn

CONTRACT
OR City/County Managers Association / # 4030-1
 Best Western PLUS Hood River Inn
 1108 East Marina Way
 Hood River, OR 97031
Sales Manager: Susan Lutton, CHSE
 Email: susanlutton@hoodriverinn.com
 P: (503) 282-2997

Primary Contact	Address	Email Address	Telephone
Angela Speier	1201 Court St. NE, Suite 200	aspeier@orcities.org	W: (503) 588-6550 M: (503) 884-6322

GROUP NAME:	OR City/County Managers Association	GROUP ID#	
GUEST ROOM BLOCK			

A room block has been set aside for OR City/County Managers Association. We are holding the following rooms at the rates shown below. Rates may change and are not confirmed until one year in advance.

Room Type	06/24/2024 Monday	06/25/2024 Tuesday	06/26/2024 Wednesday	06/27/2024 Thursday
Economy Queen	5 \$189 Single/\$189 Double	10 \$189 Single/\$189 Double	10 \$189 Single/\$189 Double	
Exec Economy Queen	5 \$199 Single/\$199 Double	6 \$199 Single/\$199 Double	6 \$199 Single/\$199 Double	
Exec. Non View King	5 \$209 Single/\$209 Double	9 \$209 Single/\$209 Double	9 \$209 Single/\$209 Double	3 \$209 Single/\$209 Double
Exec. Riverview King	5 \$269 Single/\$269 Double	10 \$269 Single/\$269 Double	10 \$269 Single/\$269 Double	6 \$269 Single/\$269 Double
Non View 2 Queen Upper	10 \$225 Single/\$225 Double	15 \$225 Single/\$225 Double	15 \$225 Single/\$225 Double	2 \$225 Single/\$225 Double
Non View King	10 \$215 Single/\$215 Double	15 \$215 Single/\$215 Double	15 \$215 Single/\$215 Double	6 \$215 Single/\$215 Double
Suites	2 Various	2 Various	2 Various	
Riverview 2 Queen	15 \$250 Single/\$250 Double	20 \$250 Single/\$250 Double	20 \$250 Single/\$250 Double	3 \$250 Single/\$250 Double
Riverview King	15 \$240 Single/\$240 Double	20 \$240 Single/\$240 Double	20 \$240 Single/\$240 Double	5 \$240 Single/\$240 Double
Riverview Queen	3 \$230 Single/\$230 Double	3 \$230 Single/\$230 Double	3 \$230 Single/\$230 Double	
Total	75	110	110	25

- *****Rates Listed are unconfirmed and will not be confirmed until one year prior.**
- Rates Listed are for two people per room. Additional rate per person is \$15.00
- All rates are subject to applicable tax (currently at 9.5%).
- Rates listed are net non-commissionable.
- Client has agreed to book their rooms via: Individual Reservation
- Please note check-in time is 4:00pm and check-out is 11:00am.

CUT-OFF DATE

All rooms must be reserved by the room release date of: **05/24/2024**

- If you are providing a rooming list, please email it by the room release date above.

- For individual reservations please have your guests call the hotel directly to make their group room reservation at 1-800-828-7873. They should identify themselves as a member of the group.
- **Guest rooms remaining in the block after the room release date will be released for sale to the general public.**
- **Reservations received after the room release date will be subject to availability and current market rate (which will be most likely be higher). Please clearly communicate this information to your attendees.**
- Individual rooms may cancel up to 24 hours prior to arrival. Should any individual cancel after 24 hours the individual or the group will be charged 1 night at the group rate plus tax.

VALUE ADDED EXTRAS

- Complimentary Parking
- Complimentary Wireless Internet
- Complimentary Fitness Center with indoor sauna, indoor and outdoor hot tub and pool
- Complimentary Business Center
- Please note, your special group rates *do not include breakfast*

EVENTS

Based on the guest room and food and beverage requirements you have requested; we are currently holding function space for your program as noted below:

OR City/County Managers Association						
Date	Time	Location	Function	Setup	#	Room Rental
Monday, June 24, 2024	11:00 AM - 1:00 PM	Trillium East	Exhibits	6 ft tables	20	\$0.00
Monday, June 24, 2024	11:00 AM - 1:00 PM	Gorge Atrium	Registration	6 ft tables	2	\$0.00
Monday, June 24, 2024	2:00 PM - 5:00 PM	Gorge Room	Meeting	Rounds	175	\$1,500.00 One-time set-up fee.
Monday, June 24, 2024	5:00 PM - 6:30 PM	Trillium East	Reception	To Be Determined	175	\$0.00
Tuesday, June 25, 2024	7:00 AM - 3:30 PM	Trillium East	Exhibits	6 ft tables	20	500.00
Tuesday, June 25, 2024	8:00 AM - 9:00 AM	Gorge Room	Breakfast	Rounds	175	\$0.00
Tuesday, June 25, 2024	8:00 AM - 5:00 PM	Gorge Room	General Session	Rounds	175	\$0.00
Tuesday, June 25, 2024	12:00 PM - 1:00 PM	Gorge Room	Lunch	Rounds	175	\$0.00
Tuesday, June 25, 2024	6:00 PM - 9:00 PM	Gorge Room	Dinner	Rounds	175	\$0.00
Wednesday, June 26, 2024	8:00 AM - 9:00 AM	Gorge Room	Breakfast	Rounds	175	\$0.00
Wednesday, June 26, 2024	8:00 AM - 5:00 PM	Gorge Room	General Session	Rounds	175	\$0.00
Wednesday, June 26, 2024	9:00 AM - 5:00 PM	Trillium	Break-Out	Rounds	175	\$900.00
Wednesday, June 26, 2024	12:00 PM - 1:00 PM	Gorge Room	Lunch	Rounds	175	\$0.00
Thursday, June 27, 2024	8:00 AM - 9:00 AM	Gorge Room	Breakfast	Rounds	175	\$0.00

Thursday, June 27, 2024	8:00 AM - 12:00 PM	Gorge Room	General Session	Rounds	175	\$0.00
Thursday, June 27, 2024	9:00 AM - 12:00 PM	Trillium	Break-Out	Rounds	175	\$900.00

1. Please be advised that the stated room rentals are based on a one-time set of the meeting room. Complete resets are subject to an additional labor charge.
2. Please review to ensure that the agenda above includes all space necessary to accommodate set-up and break-down times, audio visual needs, food and beverage functions, head tables, displays or similar. Should you wish to add a function beyond that listed in the agenda above, please advise us as soon as possible so that we may attempt to secure it for your use. Space not listed will be made available for sale to other groups and events.
3. Functions must begin and end at the times specified. Additional set-up or break down time may be subject to additional charges.
4. Meetings rooms are not held on a 24-hour basis unless contracted. Additional charges will apply.
5. To help determine your audio-visual needs and budget an AV list is attached. Please use it as a tool in planning your conference and discuss intensive AV needs with your planner as they may affect the meeting rooms you are assigned.
6. We reserve the right to assign an alternate meeting room if attendance levels are lower than contracted.
7. Draped vendor tables are \$50 each.

FOOD & BEVERAGE MINIMUMS

This event requires all meals listed above for your full attendance and a food and beverage purchase of \$25,000. Please keep this in mind when making decisions about your menus and quantities. Prevailing banquet menu pricing will apply.

Banquet menu pricing is confirmed six months in advance of your event. Prior to costing out your banquet meals, please contact your sales and catering representative for current menus.

CANCELLATION

This agreement will generate revenue for the hotel from a variety of sources including guest rooms, meeting rooms, banquet food and beverage and other ancillary services. If the group cancels or otherwise does not fulfil its agreed upon commitments, the hotel will suffer damages. The cancellation provisions provide for liquidated damages as a reasonable minimum estimate of the hotel's losses and do not constitute a penalty of any kind.

In the event of a group cancellation the following will be due:

Notice of Cancellation Prior to Group's Arrival	% Of Estimated Meeting Room Rental, Food and Beverage Minimum, and Guest Room Revenue
From Signature of Agreement to 12 months prior to event date	10 %
9 to 12 months prior to event date	20%
6 to 9 months prior to event date	30%
3 to 6 months prior to event date	50%
30 days to 3 months prior to event date	70%
14 to 30 days prior to event date	80%
14 to 0 days prior to event date	100%

CANCELLATION ROOM RATES			
Gorge Room	\$1500	Mountainview Room	\$250
Columbia Room	\$600	Hood and Adams Room	\$150
Riverview Room	\$600	Shoreline Room	\$500
Trillium Room	\$900 (East \$550, West \$350)	Shoreline Rm/Deck/Patio	\$2000

FORCE MAJEURE

If acts of God or government authorities, natural disasters, pandemics or other emergencies beyond our reasonable control make it impossible to hold this event, either party may terminate this agreement with written notice without liability.

DEPOSITS

A deposit of \$2000 is required with the return of the contract.

BILLING & PAYMENT

1. Master Account Payment: It is agreed that payment of the organization's master account shall be made upon completion of scheduled function(s) unless previous direct bill arrangements have been made with hotel representative. Failure to pay account upon completion of event(s) without previous arrangement will be subject to an immediate service charge.
2. Credit Terms: All billing requests must be supported by an approved credit application. If previous arrangements have been made for credit privileges, those accounts are due in full within 30 days. If not paid in 30 days, these accounts will be subject to a service charge at the rate of 18% APR.
3. Credit Card Authorization: With an approved credit card authorization form, charges will be applied to the credit card on file for the event.

GUEST ROOM POLICIES

1. Rooms Blocked: This document lists the number of guest rooms blocked for your organization/group by room type and date. In the event that your organization/group requires more guest rooms than listed, it will be subject to availability at the time the hotel is notified of the additional requirements.
2. Cut-off Date: The cut-off date is the last date that the Best Western Plus Hood River Inn assures the block of guest rooms. All rooms that remain in the block at 5:00PM on the cut-off date are automatically returned to the Best Western Plus Hood River Inn for sale to the general public. Rooming lists or individual reservations received after the cut-off date will be on a space available basis. **Following the room release date, guest rooms are subject to availability AND current market rate.**
3. Reservation Policy: All individual reservations made with the hotel require a credit card for guarantee purposes.
4. Guaranteed No-show: With a guest room reservation held on a guaranteed payment basis, the company, individual or organization who has guaranteed the reservation will be held responsible for payment of the first night only. Guaranteed reservations are held (without occupancy) for one night only and not for the entire length of stay.
5. Credit Requirements: Credit information consisting of a major credit card accepted by the hotel will be required upon check-in of all guests, unless payment of all charges has been guaranteed by the organization or paying by cash in advance.
6. Check in/Check out Times: Check in time is 4:00PM on the day of arrival. Check out time is 11:00 AM on day of departure.
7. Loss of Property: The Best Western Plus Hood River Inn cannot be responsible for loss or damage to items left in hotel prior to, during or following an event.
8. Return Agreement date: If this agreement is not signed and returned to the Best Western Plus Hood River Inn by the date below, the hotel reserves the right to release all meeting space and guestrooms reserved by this agreement.

BANQUET POLICIES

1. Menu Selections: We require your group menu selections and anticipated number of attendees at least two weeks prior to your function to allow time for proper ordering. Please refer to our current menus for requirements and available options. You may increase your attendance up to 72 hours prior to your event.
2. Service Charge: A 20% service charge will apply to all food and beverage and audio-visual charges.
3. 5% Overage: We are prepared to serve 5% over your guarantee for your party. We will bill for the number of guests guaranteed in the event a lower number is served. Should you exceed your guarantee, we will bill for the exact number served. No unconsumed food and beverage can be taken from event.
4. Guarantee: The hotel requires a guaranteed number of guests for each food function at least 72 hours in advance of each function. This guaranteed number is what you will be charged for and is not subject to reduction. If the hotel is not notified prior to the 72-hour cutoff, the original estimated figure will automatically become the guarantee. Special menu selections may need additional time.
5. Banquet Bars: Banquet bars are either hosted or no host. If the amount of sales exceeds \$475.00 for the event, there will be no bartender fee. However, if the sales minimum is not met, a bartender fee of \$50.00 per hour will be added to your bill. Hosted bars are charged a 20% service charge in addition to the total bill. Bar Service will not exceed 3 hours.

A Note Regarding Alcohol: In the interest of our guests' safety, we follow this policy to promote the responsible use of alcoholic beverages: Our servers and managers are trained to be alert for signs of intoxication and advise our guests when switching to non-alcoholic refreshments becomes necessary. They are trained to make these decisions and are completely supported by management. If we must refuse service, please remember it is for the safety of our guests and community.

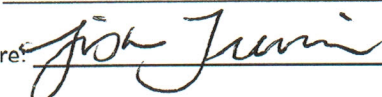
6. Outside Food & Beverage: The Best Western Plus Hood River Inn does not allow outside food or beverage to be brought into any public space and/or meeting/banquet room at the hotel.
7. Loss of Property: The Best Western Plus Hood River Inn cannot be responsible for loss or damage to items left in hotel prior to, during or following an event.
8. Damage: Client agrees to be responsible for any damages done to premises during the period of time the meeting/banquet rooms are under their control or under the control of any independent contractor hired by them.
9. Time sensitive food items such as, but not limited to, dairy, eggs and meat/fish may not be left out for more than a two hour time period per Oregon health Department regulations. Non-time sensitive food items may be left out providing they are presentable and there has been no cross contamination. All remaining food items must be immediately disposed of in order to comply with Oregon Health Department regulations.

ACCEPTANCE

The person signing this contract represent that they are authorized to sign and enter into this contract. The contract is not valid until signed by an authorized representative of the hotel.

Accepted on behalf of the group:

Name: Lisa Trevino

Signature: 

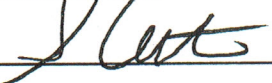
Title: Member Engagement Director

Date: April 25, 2023

Accepted on behalf of the hotel:

Hotel Representative:

Name: Susan Lutton CHSE

Signature: 

Title: Business Development Director

Date: 02/09/2023

THIS AGREEMENT MUST BE SIGNED AND RETURNED BY: **04/25/2023**

Attachment 3



DATE: June 5, 2023, updated
GROUP NAME: Oregon City/County Management Association
CONTACT: Angela Speier
TITLE: Projects and Affiliates Manager
ADDRESS: 1201 Court Street
Salem, OR 97308
EMAIL: aspeier@orcities.org
PHONE: (503) 588-6550

Pursuant to this contract, once accepted, Oregon City/County Management Association will hold a meeting at the Riverhouse on the Deschutes ("Hotel").

MEETING DATES AND GUEST ROOM BLOCK

Once this contract is accepted, we will remove from our inventory and consider sold to you for your use packages pursuant to the following arrival and departure pattern:

<i>OCCMA Summer Conference</i>									
		Tue 07/08/2025		Wed 07/09/2025		Thu 07/10/2025		Fri 07/11/2025	
	Occupancy	Rooms	Rate	Rooms	Rate	Rooms	Rate	Rooms	
Deluxe Guestrooms, non-view	Single/Double	75	\$259.00	100	\$259.00	100	\$259.00	Check out	
Superior Riverview Guestrooms	Single/Double	0	\$299.00	25	\$299.00	25	\$299.00	Check out	
King Suite - Riverview	Single/Double	1	\$259.00	1	\$259.00	1	\$259.00	Check out	

GUEST ROOM RATES

Rates for your meeting are confirmed as follows:

Deluxe Guestrooms: \$259.00

Superior Guestrooms: \$299.00

Hotel will offer one king suite for the Board President at the Deluxe Guestroom rate of \$259.00 plus tax/fees.

Room rates quoted above are non-commissionable, net rates, subject to tax, which is currently 11.9%.

RESORT FEE

In addition to the rates set forth above, there will be a daily resort fee of \$25.00 per room, per night, which includes: Access to the fitness center, Access to the indoor swimming pool & hot tub & seasonal (May-Sep) outdoor pool, WiFi in all guestrooms and meeting space including Convention Center, Parking, Shuttle service in the evening to downtown Bend & Old Mill District, Bottled water in guestrooms, Coffee in the lobby each morning, and River access.



Group shall be solely and fully responsible for informing its attendees of these fees and that they are separate and distinct from the room rate and from taxes. Group may not, in any printed materials regarding the meeting or in any other manner, lump these fees into any category such as tax or room rate.

COMPLIMENTARY ACCOMMODATIONS

The hotel will provide one (1) complimentary room night, at the lowest group room rate, on a nightly basis, for each 50 room nights actually occupied by attendees of OCCMA Summer Conference and paid for at the full contract rate. The hotel shall credit OCCMA Summer Conference's Master Account for the total number of complimentary accommodations accrued by OCCMA Summer Conference at the conclusion of your meeting.

ROOM RESERVATION PROCEDURES

From the moment this contract is accepted, we will be holding your contracted guest room block for the use of your attendees.

In order to assign individuals to specific rooms, room reservations will be required. We understand that your guests will be phoning in their reservation requests, to the following number: (458) 281-0306 or using the online booking link. It is important that each of your guests contact the hotel at least thirty days prior to your arrival date and identify themselves as part of your group, and provide us with guest name, requested type of room, requested bed type (i.e. king, double/double, queen, twin or suites), check-in and check-out dates, and VIP status. Any requests for special room arrangements must be made at the time of this call. It would be appreciated if the Hotel could be included on the attendee mailing list, to stay informed as to when reservations are likely to begin arriving. The Hotel does not confirm reservations in writing.

Thirty days prior to your arrival date, all room nights which have not been reserved as described above will be deemed to be room nights which your group will not use, and they will become subject to the attrition provisions herein. Such room nights will at that date be returned to the hotel's general inventory. Reservation requests from your attendees received less than thirty days prior to your arrival date will be accepted on a space available basis, at the higher of the contract rate or rate available at that time. Should such requests be accepted, such room nights will be credited to your block for purposes of any calculation of attrition.

CHECK-IN / CHECK-OUT

Guest accommodations will be available at 4pm on arrival day and reserved until 11am on departure day. Any attendee wishing special consideration for late checkout should inquire at the front desk on the day of departure.

GUEST ROOM CHARGES

It is our understanding that your guests will pay their own account upon departure. When reservations are made, we will require a deposit equal to the room rate and tax for the first night for each reservation. An individual's deposit is refundable to that individual if the Hotel receives notice of an individual's cancellation at least 72 hours prior to scheduled arrival, though this shall have no bearing upon the group's total liability pursuant to either the attrition or cancellation clauses herein. Upon check-in, each guest will be required to present a valid credit card upon



check-in, on which an amount of sufficient pre-authorization can be obtained to cover the room and tax charges for the length of the guest's stay, plus the anticipated use of the hotel's ancillary services. Should any guest not settle his or her account in full upon departure, the group will be responsible for those charges.

FOOD & BEVERAGE / MEETING REQUIREMENTS

Though we usually charge for usage of our function space, the hotel will provide all of the function space you require in accordance with the schedule of events which is described below on a complimentary basis, in recognition of the revenue we will derive from the provision of room nights and food and beverage services and ancillary services hereunder. Please ensure that the schedule below includes all space necessary to accommodate set-up and break-down times, all audio-visual needs, head tables and displays. *Group will utilize our 2025 regular catering menus.*

Six months prior to your event, we require a final estimated program of events in order to finalize your specific daily requirements. Three months prior to your event, we require a final program of events to finalize specific daily requirements. Should we not receive these documents at six and three months prior to your event, we reserve the right to use your program from your last meeting, so long as it does not exceed the parameters of the schedule of events below. Nothing in these documents will be construed to waive or alter the rooms and food and beverage revenue requirements set forth in this contract. Should you desire additional food and beverage services and/or meeting space beyond that specified in the schedule of events below, please advise us as soon as possible so that we may attempt to secure such additional space for your use. The hotel reserves the right to make reasonable substitutions in meeting and banquet spaces (including those which may be required by inclement weather) and/or menu selections. Diagrams and identification of the hotel's meeting space to be used for your meeting may not be disseminated by the group without the hotel's prior approval. In our discretion, we may require you to undertake security measures in order to maintain security in light of the size or nature of function, but Hotel will not be liable for any failure to impose such a requirement. Such measures may include the requirement that Group hire sufficient security personnel from a reputable agency which is approved in advance by the Hotel.

SCHEDULE OF EVENTS:

Date	Time	Event Class	Room	Setup	Attendees
Tue, 07/08/25	8:00 AM - 11:00 PM	Exhibits	Cascade Lobby	Table Top	10
Tue, 07/08/25	8:00 AM - 11:00 PM	Exhibits	AB Corridor	Table Top	5
Tue, 07/08/25	8:00 AM - 11:00 PM	Registration	Multipurpose Area	Registration	
Tue, 07/08/25	11:00 AM - 5:00 PM	Meeting	Cascade ABJ	Crescent Rounds	100
Tue, 07/08/25	5:00 PM - 6:30 PM	Reception	Cascade CD	Cocktail Rounds	100
Wed, 07/09/25	7:00 AM - 3:30 PM	Exhibits	Cascade Lobby	Table Top	10
Wed, 07/09/25	7:00 AM - 3:30 PM	Exhibits	AB Corridor	Table Top	5
Wed, 07/09/25	7:00 AM - 11:00 PM	Registration	Multipurpose Area	Registration	
Wed, 07/09/25	8:00 AM - 9:00 AM	Breakfast	Cascade ABCDJ	Existing	175
Wed, 07/09/25	8:00 AM - 5:00 PM	General Session	Cascade ABCDJ	Crescent Rounds	175
Wed, 07/09/25	12:00 PM - 1:00 PM	Lunch	Cascade ABCDJ	Existing	175
Wed, 07/09/25	3:30 PM - 5:00PM	Teardown	Cascade Lobby		
Wed, 07/09/25	3:30 PM - 5:00PM	Teardown	AB Corridor		



Thu, 07/10/25	7:00 AM - 5:00 PM	Registration	Multipurpose Area	Registration	
Thu, 07/10/25	8:00 AM - 9:00 AM	Breakfast	Cascade ABCDJ	Existing	175
Thu, 07/10/25	8:00 AM - 5:00 PM	General Session	Cascade ABCDJ	Crescent Rounds	175
Thu, 07/10/25	12:00 PM - 1:00 PM	Lunch	Cascade ABCDJ	Existing	175
Thu, 07/10/25	5:00 PM – 9:00 PM	Reception	Cascade GHI	Rounds	175
Fri, 07/11/25	7:00 AM - 12:00 PM	Registration	Multipurpose Area	Registration	
Fri, 07/11/25	8:00 AM - 9:00 AM	Breakfast	Cascade ABCDJ	Existing	175
Fri, 07/11/25	8:00 AM - 12:00 PM	Board Meeting	Cascade E	Hollow Square	12
Fri, 07/11/25	8:00 AM - 12:00 PM	General Session	Cascade ABCDJ	Crescent Rounds	175

ROOM BLOCK AND SERVICES COMMITMENT

When you contract for a block of rooms and meeting facilities and for food and beverage services, those room nights, facilities and services are removed from our inventory and considered sold to you, and the hotel makes financial plans based upon the revenues it expects to achieve from your full performance of the contract. It is impossible for the hotel to know in advance whether or under what circumstances or at what rates it would be able to resell your contracted room nights, services or facilities if you do not use them, either as the result of a cancellation of your meeting or as the result of less than contracted room block usage or less than contracted usage of food and beverage functions ("attrition"). In most instances, when groups do not use their contracted room nights or services, the hotel is unable to resell those room nights or services and even when room nights or services are resold, they are generally not resold at the same rates, may be resold to groups which would have utilized the hotel at another time, are not resold to groups that have the same needs as the original group, etc. Even when rooms or services may be resold, it is costly to re-market the rooms and facilities, and such efforts divert the attention of our sales staff from selling the hotel's rooms and facilities at other times. While your room block has been held out of our inventory, we may have turned away more lucrative groups in order to meet our commitment to you.

For all these reasons and others, we agree that in the event of cancellation or attrition, the following charges, which represent a reasonable effort on behalf of the hotel to establish its loss prospectively, shall be due as liquidated damages. Because the hotel reasonably expects to derive revenue from your meeting above and beyond that revenue derived from the provision of room nights and food and beverage services, and because it is difficult to estimate the actual revenue which may be derived from your meeting, the amounts due as and for liquidated damages are intended to compensate the hotel for all of its losses associated with cancellation and/or attrition, except those losses associated with any failure to make full use of exhibit space, which is addressed separately in the attachment hereto, and which shall be due in addition to the liquidated damage amount set forth herein.

ANTICIPATED ROOM NIGHT AND BANQUET FOOD AND BEVERAGE REVENUE FIGURES

At this time, the hotel is holding 328 room nights for your use over the contracted dates, totaling revenues of \$86,952.00. Planned banquet food and beverage revenue is \$30,000.00.

A service charge of 24% of the total food and beverage revenue will be added, which will be provided to wait staff employees, service employees and/or service bartenders. Only employees



employed by the hotel receive the service charge. Temporary staffing agency employees working banquet functions will not receive any portion of the service charge.

All revenue figures are net and not inclusive of taxes, service charge or commissions.

ATTRITION

We agree to allow for a 15% reduction in each of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures", provided that you make a written request for that reduction between now and 60 days prior to your arrival date. At the conclusion of your meeting, we will subtract the rooms revenue derived from your meeting (excluding revenue derived from pre and post program stays) and the amount of any permissible attrition you have taken from the Anticipated Room Night Revenue Figure set forth above. A charge in the amount of 85 percent of any remaining amount will be posted to your master account, plus applicable taxes. Additionally, at the conclusion of your meeting, we will subtract the banquet food and beverage revenue derived from your meeting and the amount of any permissible attrition you have taken from the Anticipated Banquet Food and Beverage Revenue Figure set forth above. A charge in the amount of 85 percent of any remaining amount will be posted to your master account, plus applicable taxes and service charges.

At the reservations due date, as established above, we will calculate the amount of room attrition which we anticipate will be due. We will advise you of that amount shortly thereafter, and that amount will be due immediately upon receipt of our invoice. Upon receipt of your payment, that amount will be credited to your master account and will be applied to the final calculation of rooms and food and beverage attrition upon the conclusion of your meeting.

CANCELLATION

In the event of a group cancellation occurring 0 to 90 days prior to arrival, liquidated damages in the amount of ninety percent of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

In the event of a group cancellation occurring 91 to 180 days prior to arrival, liquidated damages in the amount of eighty percent of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

In the event of a group cancellation occurring 181 to 365 days prior to arrival, liquidated damages in the amount of seventy percent of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

In the event of a group cancellation occurring between the time of acceptance of this contract and 366 days prior to arrival, liquidated damages in the amount of fifty percent of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

FORCE MAJEURE

No damages shall be due for a failure of performance occurring due to Acts of God, war, government regulation, disaster, or strikes, any one of which make performance impossible.



BILLING PROCEDURES AND DEPOSIT SCHEDULE

Please complete the enclosed direct bill application and return it to our Accounting Department within 30 days so that we may attempt to approve credit for your meeting. In the event that credit is not requested or is not approved, pre-payment of your total estimated Master Account will be due prior to your arrival, in accordance with a schedule to be determined by the hotel at its sole discretion. Under such circumstance, failure to remit the appropriate pre-payment on a timely basis will be considered a cancellation by the group and the group shall be liable for amounts as described in the cancellation provisions.

The following items shall be charged to the Master Account: banquet food and beverage charges, attrition charges, meeting space rental charges (if any), cancellation charges, and any other charges billed to the Master Account at the request of the authorized representative of the group, as designated by the group in advance of the commencement of the meeting. Moreover, all third-party charges for services and/or supplies, not directly supplied by the Hotel, will be billed to the Master Account whether they have been arranged for by the Hotel or directly by the Group. A handling fee in the amount of 20 percent of all third-party charges will be assessed if placed on the Master Account. Group further agrees that all charges associated with use of the grounds, function space, facilities and services of the Hotel by its vendors shall be posted to the Master Account. All master account charges not paid within 10 days of the billing date will bear interest at the lower of the rate of 1.5% per month, compounded monthly, if permissible by law, or the highest rate permissible by law. Should the hotel, in its sole discretion, deem collection action necessary in regard to outstanding balances hereunder, all costs associated with that collection action, including attorney's fees, shall be posted to the master account.

Individual guest accounts are payable at check-out by cash or credit card.

The deposits and payments outlined in the table below are due as indicated. The deposits and payments will be applied to your master account in the form of credits.

Transaction Type	Charge Type	Date	Amount
Check or Credit Card	Initial Deposit	06/24/2023	\$5,000.00
Check or Credit Card	Additional Deposit	01/31/2025	\$10,000.00
Check or Credit Card	Final Deposit	06/06/2025	\$10,000.00
Balance Due			\$25,000.00

These deposits shall be due in addition to the amount of any required pre-payment for estimated rooms attrition, as noted herein.

Please make your deposit payments by check payable to Riverhouse on the Deschutes and mail to: 3075 N. Business 97 Bend, OR 97703, Attention: Accounting Department.

AUDIO-VISUAL EQUIPMENT

Use of any outside vendor requires the approval of the Hotel's General Manager. The Hotel will charge an additional fee for the technical support of any available Hotel services that the Group



elects to procure from an outside vendor. Any connection to the ceiling or supporting structure of the Hotel must have approval from the Hotel prior to installation. Specific guidelines will be enforced. Additionally, Hotel maintains exclusive control over all connections to house audio, lighting, and electrical systems, and exclusive control over all signs, banners, decorations, or balloon drops suspended in the hotel. Specific guidelines are enforced. Appropriate charges will apply.

OUTSIDE CONTRACTORS

The Hotel offers all services necessary for a successful meeting. However, if Group finds it necessary to use outside services, any companies, firms, agencies, individuals and groups hired by or on behalf of Group shall be subject to the prior approval of the Resort. Upon prior reasonable notice to the Hotel from Group, the Hotel shall cooperate with such contractors and provide them with facilities at the premises to the extent that the use and occupancy of the facilities by the contractor does not interfere with the use and enjoyment of the Hotel premises by other guests of the Hotel. Group's contracts with its contractors will all specify that the contractor and the Group will indemnify and hold the Hotel harmless from any and all damages or liabilities which may arise by such contractors or through their use.

INSURANCE AND INDEMNIFICATION

Hotel and Oregon City/County Management Association each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the respective obligations pursuant to this contract. Group's insurance policy shall name the Hotel as an additional insured. Damage to the Hotel premises by the Group or appointed contractors will be at the Group's responsibility. The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel.

The Hotel reserves the right to approve all outside contractors hired for use by the Group in the Hotel. The Hotel reserves the right to charge a fee for outside services brought into the Hotel and to require the Group and/or outside contractor to provide proof of worker's compensation insurance for employees who will work on Hotel premises and proof of adequate general liability coverage for the Group and/or outside contractors' activities while on Hotel's premises.

The Hotel shall indemnify, defend and hold harmless the Group and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Hotel's negligence in connection with the provision of services or the use of the Hotel facilities. The Hotel shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

The Group shall indemnify, defend and hold harmless the Hotel and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's negligence and/or its members' negligence in connection with the use of the Hotel facilities. The Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.



Moreover, the hotel and group will each indemnify and hold harmless the other from any liability arising from violations of the Americans with Disabilities Act by the indemnifying party.

HOTEL POLICIES

Utilities: All electrical services and utilities, including phone and riggings, are contracted through the Hotel's Convention Services Department. Electrical service order forms are available through the Convention Services Department and should be returned 15 days prior to the event.

Signage: All signs must be professionally printed and their placement and posting be pre-approved by the Convention Services Department. Nothing shall be posted, nailed, screwed or otherwise attached to walls, floors, or other parts of the building or furniture. Distribution of gummed stickers or labels is strictly prohibited.

AUTHORITY

The persons signing the agreement on behalf of Hotel and OCCMA Summer Conference each warrant that they are authorized to make agreements and to bind their principals to this agreement.

MISCELLANEOUS PROVISIONS

This contract is made and to be performed in Bend, OR and shall be governed by and construed in accordance with OR law. By executing this agreement, Oregon City/County Management Association consents to the exercise of personal jurisdiction over it by the courts of the State of OR. This contract is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of the group and the hotel's General Manager. No representative of the Hotel has been or is authorized to make any representation which varies from the express terms of this contract, though this contract may be supplemented or amended in writing. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorneys' fees and costs incurred therein. Any legal action in connection with this agreement shall be brought or maintained only in the courts of the State of OR and only in Deschutes County. No food and/or beverage of any kind will be permitted to be brought into the hotel by the group or any of the group's guests.



ACCEPTANCE

This contract shall be deemed accepted only after it has been signed by a representative of the group and thereafter signed by a representative of the hotel. Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when fill executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

We look forward to working with you and to hosting a memorable meeting.

By Oregon City/County Management Association's authorized representative:

DocuSigned by:

191050008C8646D

Authorized Signature

Date: 6/5/2023

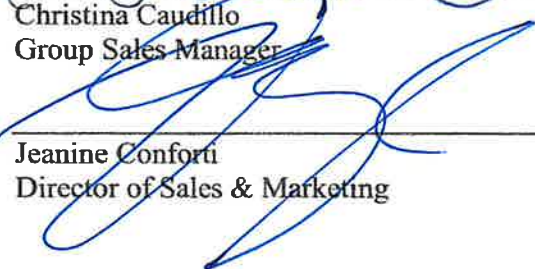
Print Name: Lisa Trevino

By the authorized representative of Riverhouse on the Deschutes:



Christina Caudillo
Group Sales Manager

Date: 6/5/23



Jeanine Conforti
Director of Sales & Marketing

Date: 6/8/23

Attachment 4



Wednesday, May 17, 2023

Lisa Trevino
Oregon City/County Managers Association

1201 Court St. NE, Suite 200,
Salem, OR 97301-4194

Dear Mrs. Trevino,

Please find enclosed a copy of your group block and catering agreement for the Oregon City/County Managers Association conference for July 7th-10th, 2026. After review, please sign this agreement and return with the non-refundable deposit of **\$4,800 by Friday, June 16, 2023** or your booking may be subject to release.

Please note the following dates and record them for your future reference. Payments prior to due dates are gladly accepted and encouraged.

- Signed agreement and \$4,800 non-refundable deposit: June 16, 2023
- Adjustments to your room block: (90 days out) April 8, 2026
- Room reservation cutoff date: (21 days out) June 16, 2026
- Catering details: June 7th, 2026
- Guaranteed minimum guest count & dietary restrictions: June 23rd, 2026
- Invoice balance: June 30th, 2026
- Last day for changes: June 30th, 2026
- Incidental balance: 10 days after final invoice has been issued

During this uncertain time, we want to assure you we will be as flexible and accommodating with any contract changes necessary and will guarantee highest safety measures during your time at the hotel.

If we can be of further assistance, please do not hesitate to call or email. Below is the contact information of our sales & catering department to help better direct your questions and streamline the planning process.

Name	Title	Contact For	Contact Info
Kasey Colangelo	Sales & Catering Manager	All event planning, major questions regarding venue & logistics	Kasey.Colangelo@NeumanHotelGroup.com 541.488.7383
Sandra Matthews	Sales & Catering Associate	Paperwork, billing, general questions, additional support	Sandra.Matthews@NeumanHotelGroup.com 541.488.7382
Karolina Lavagnino	Director of Sales	Guest room blocks	Karolina@NeumanHotelGroup.com 541.631.2004
Lisa Jones-Stephens	Assistant Sales Manager	Guest room blocks	Lisa.Jones@NeumanHotelGroup.com 541.631.2008



GUEST ROOMS & CATERING AGREEMENT

The following information represents a binding agreement between Ashland Hills Hotel & Suites and Oregon City/County Managers Association. By signing this document, both parties agree to the terms outlined.

ORGANIZATION: **Oregon City/County Managers Association (OCCMA)**
EVENT NAME: Oregon City/County Managers Association Summer Conference 2026
CONTACT: Lisa Trevino
ADDRESS: 1201 Court St. NE, Suite 200
Salem, OR 97301-4194
PHONE: 503-588-6550 direct: 971-428-7276
EMAIL: LTrevino@ORCities.org

2nd CONTACT: Angela Speier
CONTACT'S EMAIL: Speier@ORCities.org

ROOM BLOCK:

Upon signature, the following guest room block is considered definite and will be reserved for your group until the stated cut-off time.

DATE	7.7.26	7.8.26	7.9.26
DAY	TUE	WED	THU
King Room	24	25	25
Premium King	23	24	24
Queen - Queen	30	60	60
Jr. Suite	1	5	5
Manhattan Suite*	1	1	1
Champagne Suite*	1	1	1
King Family Duo	-	4	4
TOTAL ROOMS	80	120	120

CUT-OFF DATE:

Reservations must be received by **June 16, 2026**. After this date, your room block will be released for general sale. The Hotel will accept reservations at your group rate after this cut-off date, based upon availability.

GUEST ROOM RATES:

Standard King and Queen-Queen Rooms at \$149 but will be adjusted to match the prevailing government per diem. At check in when guest presents a valid government issued ID

Premium King Rooms at \$159

King Family Duo \$179

Junior King or Queen-Queen Suites at \$189

***Manhattan Suite** at \$249 – Complimentary for the Board President, July 7 to 10, 2026

***Champagne Suite** at \$249 - Complimentary for the Event Leader, July 7 to 10, 2026

Rates are exclusive of the Corporate Activity Tax (Currently at 0.57%) and the lodging tax (currently at 11.5%). Rates are for single and double occupancy. Please add \$10 per additional person.

With the stay at the hotel your guests will enjoy a complimentary continental breakfast, fitness and business center, hotel parking and wi-fi. Hotel amenities also includes a seasonal outdoor pool and hot tub, tennis and pickleball courts, bikes as well as our onsite Waterstone Spa and restaurant Luna Café + Mercantile.

Kasey.Colangelo@NeumanHotelGroup.com 541.488.7383 Ashland Hills Hotel – 2525 Ashland Street – Ashland OR. 97520

ASHLAND HILLS Hotel & Suites

CHECK IN/ CHECK OUT:

Check in time is 4:00 pm and check out is 11:00 am. We will accommodate early arrivals based upon room availability. Luggage storage is available at our Front Desk for early arrivals.

RESERVATIONS:

Rooming List: Reservations for the conference staff and VIPs will be made by rooming list. Please submit your rooming list to the Sales Department 45 days out. All reservations on the rooming list will be guaranteed to **OCCMA**.

Individual Calls: Individuals will make their own reservations by **calling the hotel directly at 541.482.8310 or toll free at 855.482.8310**. Guests must indicate the name of the group when group when booking.

Online Reservation: Individuals are also welcome to book their rooms online by taking these 3 easy steps:

- Visit our booking site at <https://www.reseze.net/servlet/WebresResDesk?hotelid=1512>
- Enter the date of their stay and number of nights
- Enter your **GROUP ID NUMBER #632199** in the Group ID field

Individual conference attendees are responsible for their room, tax and any incidental charges incurred at the hotel. Individual reservations may be cancelled 72 hours in advance without penalty.

CHANGES TO ROOM BLOCK:

All changes to the original contracted room block must be made in writing and emailed to Karolina@NeumanHotelGroup.com. Please do not contact the front desk with any rooming changes.

ATTRITION:

The terms of this contract are based upon the expectation that the group will utilize 75% of the 320 room nights blocked. Therefore, if the actual guest room usage is less than **240 room nights** then an attrition fee equal to the difference in revenue will be billed to **OCCMA**. This attrition clause becomes active **90 days** before the group arrival.

HOTEL CONCESSIONS:

- Complimentary Manhattan Suite for the Event Leader, Tuesday thru Thursday
- Complimentary Champagne Suite for the Board President, Tuesday thru Thursday
- One (1) complimentary guest room with 50 actualized per day
- Complimentary WiFi
- Complimentary parking

FUNCTION RESERVATION INFORMATION

<u>DAY/DATE</u>	<u>TIMES</u>	<u>EVENT</u>	<u>BANQUET SPACE (S)</u>	<u>EST. # OF GUESTS</u>	<u>VENUE FEE</u>
Tuesday, July 7 th , 2026	8:00 am – 6:30 pm	Registration & Exhibits	Constellation Hall	Flow	Complimentary
Tuesday, July 7 th , 2026	11:00 am – 6:30 pm	General Sessions & Meals	Grand Ballroom	175 -200	\$800
Tuesday, July 7 th , 2026	11:00 am – 6:30 pm	Breakout Space	Cosmos	75-90	\$400
Wednesday, July 8 th , 2026	7:00 am – 5:00 pm	Registration & Exhibits	Constellation Hall	Flow	Complimentary
Wednesday, July 8 th , 2026	7:00 am – 5:00 pm	General Sessions & Meals	Grand Ballroom	175 -200	\$800
Wednesday, July 8 th , 2026	7:00 am – 5:00 pm	Breakout Space	Cosmos	75-90	\$400

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ASHLAND HILLS Hotel & Suites

Thursday, July 9 th , 2026	7:00 am – 5:00 pm	Registration & Exhibits	Constellation Hall	Flow	Complimentary
Thursday, July 9 th , 2026	7:00 am – 5:00 pm	General Sessions & Meals	Grand Ballroom	175 -200	\$800
Thursday, July 9 th , 2026	7:00 am – 5:00 pm	Breakout Space	Cosmos	75-90	\$400
Friday, July 10 th , 2026	7:00 am – 12:00 pm	Registration & Exhibits	Constellation Hall	Flow	Complimentary
Friday, July 10 th , 2026	7:00 am – 12:00 pm	General Sessions & Meals	Grand Ballroom	175 -200	\$800
Friday, July 10 th , 2026	7:00 am – 12:00 pm	Breakout Space	Cosmos	75-90	\$400

FOOD & BEVERAGE MINIMUM:

Based on the approximate number of guests, a minimum of **\$10,000** in combined food & non-alcoholic beverage will be spent at your function. This minimum does not include guest room charges, alcoholic beverages, service charge, labor charges, audio visual and/or other miscellaneous charges incurred.

SERVICE CHARGE & TAX:

All food and beverage are subject to a 20% service charge and 5% city meals tax. Tax and service charge are subject to change.

GUARANTEES ON ALL FOOD & BEVERAGE:

Your minimum guaranteed guest count, all dietary restrictions and meal breakdowns (if plated) are due by **June 23rd, 2026**. If the guarantee is not received by specified date, the original expected attendance will be used. Your counts may increase by a total of 10% until **June 30th, 2026**. Changes made after this date will result in an increased cost of \$10 per person plus associated tax and service charge, and a minimum labor cost of \$50 if changes to the room set are required to accommodate this change.

FOOD & BEVERAGE OUTSIDE OF HOTEL:

All food and beverage will be provided by Ashland Hills Hotel and will be consumed within the time frame of the event as stated in the "Function Reservation Information" section. In compliance with the OLCC, no food or beverage provided by the Hotel, can be taken out of the Hotel. The Hotel reserves the right to confiscate food or beverage that is brought into the Hotel in Violation of this policy without prior arrangements with the Catering Department.

ALCOHOL CONSUMPTION:

Ashland Hills Hotel does not permit the serving of alcoholic beverages to anyone under the age of 21, or under the influence of alcohol, in accordance with the Oregon Liquor Control Commission's Regulations. The Hotel reserves the right to refuse service of alcoholic beverages to anyone deemed under the influence and to close any bars if deemed necessary or appropriate. The client understands and agrees to abide by this policy and to uphold the laws of the State of Oregon. **In compliance with the OLCC, any outside alcohol brought to the hotel by you or your guests will be confiscated and may result in your event concluding earlier than scheduled. Any gifts that are given which contain alcohol cannot be consumed during your event or in any public areas of the property.** INT 15 0-2

BAR FEES:

A \$100 set up fee will apply for each soft bar (non-alcoholic, beer and wine) and a \$200 set up fee for each full bar (including liquors). Wine not purchased from Ashland Hills Hotel is subject to a \$15 corkage fee per bottle. Wine must be handed over to Hotel staff for service.

GUARANTEES ON NUMBER OF GUESTS & BANQUET SPACE:

If the number of guaranteed attendees is lower than the estimated attendees on this agreement, Ashland Hills Hotel reserves the right to move your function to a different banquet space within the hotel.

ASHLAND HILLS Hotel & Suites

ALLOTTED TIME:

The Client agrees to commence the function at the scheduled time and to have guests and invitees to vacate the designated function space at the designated adjourn time. The Client further agrees to reimburse Ashland Hills Hotel for any overtime wages and other expenses or damages incurred by Ashland Hills Hotel because of the Client's failure to comply with regulations. Additional time before or after the scheduled block is available at the rate of \$200 per hour and must be pre-arranged with the Catering Manager at least 10 business days prior to date of function.

ENTERTAINMENT:

All entertainment should conclude by 10:00 pm.

CONFIRMATION OF SET-UP REQUIREMENTS:

Final menu items, banquet room arrangements, and other details pertaining to this function must be received **June 7th, 2026**. Changes made after **June 30th, 2026** will result in an increased cost of \$10 per person plus associated tax and service charge, and a minimum labor cost of \$50 for changes to the room set.

EQUIPMENT:

The Venue Fee includes a reasonable amount of equipment (I.E. chairs, tables, linens) for meetings and dining. These arrangements do not include special set-up or extraordinary formats that would exhaust our present in-house equipment to the point of requiring rental of an additional supply to accommodate your needs. If such is the case, the hotel will offer you the choice of paying for the rented equipment or changing the set-up to fit the supply on hand.

VENDORS:


Ashland Hills Hotel will provide up to five (5) vendor tables complimentary. A vendor fee of \$10 per additional vendor will be added to the master bill. This fee covers the additional tables, linen, and staff needed during set-up times for vendors.

SHIPPING & STORAGE:

The shipping and storage of materials by vendors must be pre-arranged with the sales office, and may be delivered up to seven (7) days prior to your event, and held for up to three (3) days post event. **Vendors will be charged \$5 per package for storage and are responsible for scheduling the pickup of packages. If vendors are not a guest of the hotel and do not pre-arrange delivery with the sales department, charges will be applied to the master bill to be paid by the group.** Shipments must include the name of the person responsible for pick should be addressed as follows

Guest Name, Date of Arrival
Group Name
C/O Ashland Hills Hotel
2525 Ashland St.
Ashland, OR. 97520

SIGNS, BANNERS & DECORATIONS:

Ashland Hills Hotel reserves the right to approve all signage. All signs must be professionally printed. No signs are allowed on the guestroom levels, in elevators, main lobby areas or building exterior. Printed signs outside the function rooms should be on an easel. The affixing of anything to the walls, floors, or ceilings with nails, staples, tape or any other substance is not permitted without specific permission from the Catering Department. Glitter, feathers, sand, confetti and exposed lit candles or flames are not permitted. In the event that damages are suffered, or additional cleaning is required, the cost or repair, replacement and/or labor charges will be billed to the client. 

PAYMENT ARRANGEMENTS:

Full payment for your functions must be made in advance. To facilitate this, we have set up the following payment schedule:

- ❖ Signed contract and \$4,800 non-refundable deposit: June 16, 2023
- ❖ Payment based on minimum guest count: June 30th, 2026

Kasey.Colangelo@NeumanHotelGroup.com 541.488.7383 Ashland Hills Hotel – 2525 Ashland Street – Ashland OR. 97520

ASHLAND HILLS Hotel & Suites

Incidentals occurred at event will be billed upon conclusion

Ashland Hills Hotel accepts all major credit and debit cards, business checks and cashiers checks as payment methods. Person checks may be accepted for deposits but require pre-approval as a final payment method. A valid credit or debit card is to remain on file as a payment guarantee.

Please make checks payable to "Ashland Hills Hotel". Signed agreements, credit card authorizations and other event paperwork may be scanned and emailed to Sandra.Matthews@NeumanHotelGroup.com or sent via regular mail to:

Ashland Hills Hotel
Attn: Sandra Matthews
2525 Ashland St.
Ashland, OR. 97520

FINAL PAYMENT:

Full payment is due prior to the start of your event. Any changes made after invoicing and items charged per consumption will be invoiced post event, with payment due within 10 days of issuing, unless otherwise approved by the Catering Department. If payment is not received within that time frame, a 5% late payment fee will be added. If payment is not received within 30 days, an additional 5% late payment fee will be added.

CANCELLATION POLICY:

If Ashland Hills Hotel is advised that this definite booking is being cancelled, the \$4,800 non-refundable deposit will be forfeited, and a cancellation fee will be charged as follows:

DATE OF CANCELLATION (IN BUSINESS DAYS)	CANCELLATION FEE (PLUS SERVICE CHARGE & TAX)
61 – 90 Days	25% of Estimated Revenue
30 – 60 Days	50% of Estimated Revenue
11 – 30 Days	75% of Estimated Revenue
0 – 10 Days	100% of Estimated Revenue

IMPOSSIBILITY:

Should events beyond either party's control (limited to acts of God or natural disasters), materially affect the party's ability to perform; this agreement shall be terminated without prejudice. However, there shall be no light of termination for the sole purpose of holding this event at another facility or booking another organization.

GUEST ROOM FUNTIONS:

It is the policy of Ashland Hills Hotel not to make guestrooms available to unattended minors or to be used for after hours' parties. Any intended use of the guestroom(s) that you may have reserved for such purpose is grounds for cancellation of your reservation. If the Hotel learns that such a party is in progress, the hotel reserved the right to evict the occupants.

GUEST RESPONSIBILITY:

The organization or person(s) scheduling an event agrees to assume full responsibility for the conduct of its members, attendees and guests. **INT 8.3**

The organization or person(s) assumes liability for charges (labor, storage, etc.) incurred as a result of materials (i.e. literature, audio visual, equipment, books, etc.) being shipped to the hotel.

RESPONSIBLE PARTY:

In the event that the Client is a corporation, partnership, association or club of society, the person(s) signing this agreement for the entity represents to the Hotel that he/she/they has full authority to sign such agreement. In the event that he/she/they has full authority to sign such agreement. In the event that he/she/they is not so authorized, he/she/they will be personally liable for the faithful performance of this agreement.

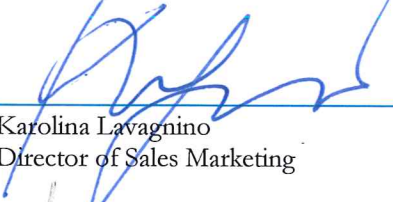
ASHLAND HILLS Hotel & Suites

HOLD HARMLESS CLAUSE:

The Client assumes the entire responsibility and liability for losses, damages and claims arriving out of injury or damage to the Client's displays, equipment and other property brought upon the premises of the Hotel. The Client shall indemnify and hold harmless the Hotel, agents and employees from any and all such losses, damages and claims.

If Ashland Hills Hotel Sales and Catering Department does not receive a duly signed copy of this agreement and the non-refundable deposit of **\$4,800 on or before Friday, June 16, 2023**, the Hotel shall be released from all obligations and conditions of this agreement.

ACCEPTED AND AGREED TO:



Karolina Lavagnino
Director of Sales Marketing

5/18/23
Date:



Kasey Colangelo
Sales & Catering Manager

5/18/2023
Date:

DocuSigned by:


10:050000C8846D... Lisa Trevino
Lisa Trevino
Client

5/17/2023
Due Date: June 16, 2023



275 Bel Marin Keys
Suite B
Novato, CA 94949
www.thegrove.com

DATE: May 17, 2023

TO: Scott Derickson
President
Oregon City/County Managers Association
c/o Angela Speier
aspeier@orcities.org

FROM: Bobby Pardini
President
The Grove Consultants International
C: (650) 740-6242
robert_pardini@thegrove.com

RE: OCCMA Summer Conference Keynote, July 19-22, 2023

This contract outlines services to be provided by Gisela Wendling of The Grove Consultants International for the Oregon City/County Managers Association (OCCMA). This proposal includes the design and delivery of a keynote address at the OCCMA Summer Conference in Pendleton, OR, on July 19-22, 2023.

Estimate of Costs*

Keynote preparation.	\$2,000
Deliver keynote at OCCMA Summer Conference.	\$4,000
Total, excluding expenses	\$6,000

** Please note that this is an estimate. A formal invoice will be issued after the engagement. Final fees will include any expenses incurred, including shipping, transportation and lodging, and any additional services you may request.*

General Guidelines

The following are some general guidelines that apply to all Grove projects. Contact The Grove about specific project guidelines that would help us work together.

1. Bobby Pardini will be the contact person at The Grove for adjustments or additions to this contract, to ensure smooth project implementation. Bobby can be reached at (650) 740-6242 or robert_pardini@thegrove.com.
2. The Grove will bill OCCMA for completed work and will expect payment within 30 days. Please notify our business office if you have any special billing requirements, such as the need for purchase orders (415) 561-6145.
3. The Grove treats all work as confidential and all documents are the property of OCCMA and will not be used or shared by The Grove without explicit agreement. All charts and site material created during the project are the property of OCCMA. The Grove will treat as confidential all information conveyed by OCCMA, including all oral statements.
4. The Grove understands that information received from OCCMA may include confidential material and non-public information and agrees that no employee or agent of The Grove will trade in any securities on the basis of such information.
5. The Grove, as a standard practice, accepts full responsibility for any mistakes we make and will correct them at no charge on documents produced for the project. If OCCMA changes the specifications resulting in additional work, then we would expect to be compensated.
6. Additional consulting/facilitation time and/or days will be billed at the daily rate (or a pro-rated amount if less than one day). Please note that one day is defined as an eight-hour workday.



The successful completion of this work depends on close communication between OCCMA and The Grove. If there are any changes to the services or deliverables in this contract, then please contact Bobby Pardini as soon as possible to make appropriate amendments or revisions. Similarly, The Grove Consultants International will contact you promptly about anything that would affect the delivery timeline or costs.

Cancellation Policy

There will be no fee charged if a cancellation is made sixteen days before scheduled events. If you decide to cancel within 15 days of a meeting with the intent to reschedule, a 5% cancellation fee will be charged. If a meeting is cancelled within fifteen days you will be charged 50% of the consultant fees, or the completed work to date, whichever one is greater, plus any non-refundable expense.

If this memo reflects your understanding of our agreements, then sign below and email the signature page of this memo to:

The Grove Consultants International—Attn: Bobby Pardini at robert_pardini@thegrove.com

 Robert Pardini The Grove Consultants International	May 17, 2023	 Scott Derickson Oregon City/County Managers Association	2023 Date
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OCCMA and SGR

Proposal for a Collaborative Relationship

to Support Manager's Experiencing Career Transition

March 20, 2023

Purpose

The intent and purpose of this proposal is for **OCCMA** and SGR to formally collaborate to support local government managers experiencing career transition. A collaboration will not limit **OCCMA** in the provision of support services to their members but would expand SGR's support services to **OCCMA** members. SGR is not seeking any financial support for our services from **OCCMA** to provide these services to **OCCMA** members.

Overview

OCCMA is one of the leading state associations of city and county managers in the nation and has a premier reputation. **OCCMA** has a desire to further expand and enhance the services and support they deliver to their members in career transition and to the profession. Within that spirit, this concept paper is submitted by Strategic Government Resources (SGR).

A few data points regarding SGR include:

- SGR is owned by Ron Holifield, a former City Manager, and led by Jennifer Fadden, COO, also a former City Manager.
- SGR is the largest local government executive search firm in the nation, the third largest interim placement firm, and the largest private provider of live and online professional development and training for local governments.
- SGR has a long history of formal partnerships with a variety of local government professional associations.
- SGR's website at www.GovernmentResource.com has over 20,000 local government officials visiting monthly.
- SGR's 10 in 10 Update on Leadership and Innovation has over 40,000 public officials subscribing in all 50 states.
- SGR operates the second-largest local government job board in the nation, at www.SGRjobs.com.
- SGR has full operating responsibility for the Alliance for Innovation, a nonprofit association of local governments focused on spurring innovation in local government.
- SGR launched a new business line in 2022 called Strategic Foresight and has two professionally trained futurists on staff to help local governments understand, anticipate, and manage their future.

In 2022, SGR began providing Career Transition Support Services at no cost to City and County Managers (including the top executive by any name, such as CAO, Village Manager, County Administrator, City Administrator, etc.).

Currently, these services are provided to the top executive only and do not include assistants, deputies or department heads unless they have previously served as the top executive.

Career Transition Support Services Provided

SGR's Career Transition Support Services fall into four "buckets" of services.

Career Support

Job Board

SGR's job board at www.SGRjobs.com reaches over 20,000 job seekers monthly and typically has about 1200 local government jobs posted. The job board includes a subscription option where job seekers can get a daily email notification of new jobs posted in the last 24 hours, for up to three different categories, for \$19 per year. SGR provides this service at no cost to MICT's.

Resources for Candidates

SGR has compiled a comprehensive array of candidates' resources available on our website at <https://www.governmentresource.com/executive-recruitment/resources-for-candidates>. Designed to make it easy for local gov job searches to have one dashboard location for their job search, it includes links to leading search firms web sites, links to leading job search websites, job search, resume and interview tips, and data and statistics resources for researching particular communities.

Periodic Meetings with Recruiters

SGR's recruiters meet periodically with our MICT group to answer questions and provide insights into how to position themselves best to compete.

Discount Resume Preparation Services

SGR does not provide resume preparation assistance to avoid a conflict of interest. However, we have identified an outstanding service provider who only provides resume preparation services. He provides his services at a discount to SGR MICT participants.

Professional Development Support

SGR's Servant Leadership Library

SGR has a digital library of over 300 exceptional professional development items, including a wide variety of conference presentations, keynotes, executive book briefings, local gov innovation case studies, webinars, and more. Normally \$500 per year subscription for a local government, access to the entire library is provided at no cost to MICT's.

Webinars

SGR periodically produces specialty webinars on topics of interest to local government officials. Normally \$99, SGR provides MICT's with free registration to any SGR webinar. Free registration is also provided for any Alliance for Innovation webinars.

SGR Live and Online Training Classes

SGR trains approximately 700 local government employees in live and online training classes each month. Normally \$199, MICT's can attend any live training class at no cost.

Executive Book Briefings

SGR periodically offers online executive book briefings on leading-edge business books. Normally \$99, registration is provided at no cost to MICT's.

SGR's Annual Servant Leadership Conference

SGR's annual Servant Leadership conference is a premier event that sells out yearly. Normally \$500, MICT's can register at no cost.

AFI's Annual Transforming Local Gov Conference

AFI's annual Transforming Local Gov Conference is the only conference of its type focusing on innovation in local government. Normally \$750, MICT's can register at no cost.

IOPT Psychometric Leadership Assessment

SGR heavily utilizes the IOPT leadership assessment in management team, and city council retreats to help take personal and team performance to a higher level. The cost for an IOPT assessment is typically \$150.

SGR provides MICT's an IOPT assessment along with a personal phone counseling session regarding the implications of the assessment for their leadership skills at no cost.

Mental Health and Peer Support

Weekly Support Group Meetings

SGR has retained the services of a licensed trauma and relationship therapist to lead a support group of MICT's. They meet weekly. Based on the enthusiasm and recommendations of current MICT's who are participating, an additional support group for spouses will be launched in April. Biweekly one on one calls with the group leader also take place. Participation in both of these support groups is at no cost to the MICT.

Regional City Manager (or other specific title) Meetings

SGR will be launching a series of regional meetings for city managers this summer. We are still working out details, but MICT's will be able to participate at no cost.

Short-Term Work Assignments Support

Keeping MICT's engaged professionally and using their skills to continue contributing to the profession is an integral part of providing some financial stability as well as assisting with the healing process. SGR has over 150 local governments across the nation that have expressed a desire to make short-term project assignments to MICT's. SGR provides the coordination and facilitation of these assignments. The MICT works as a subcontractor to SGR, while the local government contracts directly with SGR to perform the short-term project. SGR retains a portion of the contract fee to cover the overall MICT program operations costs.

General Process Proposed

1. SGR will produce a professional electronic brochure detailing MIT services offered by the Association in collaboration with SGR. We will design the brochure to address any specific services your Association provides so that you have one single collateral document to be forwarded to anyone who becomes an MICT.
2. Anytime an Association member goes onto your MICT list, the Association would do an introductory email between the member and SGR and attach a copy of the MICT services brochure so that they know the support services SGR would provide them were being delivered as part of their Association membership.
3. SGR would follow up with the MICT with details on how to access all of the services outlined in the brochure and arrange all registrations, etc.
4. SGR would meet with the Association on-site once per year to assess ways to improve services being provided to MICT's.
5. SGR would provide all of these services at no cost to the Association.

Non-Exclusivity

SGR understands and acknowledges that this collaborative relationship is non-exclusive and that:

- The Association has partnering agreements with other executive recruitment firms for resume review and other services unrelated to the services provided in this collaborative agreement, and those relationships will continue. Nothing herein shall limit the Association's freedom to enter into future agreements with any firm or partner the Association deems beneficial to their interests.
- The Association has complete freedom to offer other services to MICT's at their discretion and without limitation or obligation to SGR whether or not such initiatives involve providers who may be competitors of SGR's.
- The Association is collaborating with SGR to support MICT's and this support program provided by SGR shall be overtly branded as a collaborative effort. However, such collaboration does not mean that the Association is endorsing SGR's executive search services and SGR shall not in any way represent that their executive search services are endorsed by the Association.

Summary and Conclusion

SGR is a for-profit company, but leadership made a conscious decision at our founding to operate more like an association than a private company. Our key team members are former public officials, and we all continue to feel strongly compelled to make a difference in the public sector. We are incredibly mission driven and are committed to public service, even though we are a private company. This core value system means that SGR is in a unique position to leverage our specific skills and abilities with the reputation, reach, and mission commitment of the Association to have a much more powerful impact on MICT's than either of us can have on our own.

I hope that you find that this concept paper spurs some interesting thoughts and meaningful internal discussion on a possible collaboration between our two organizations.

I stand ready to travel to meet with you at your convenience to explore these thoughts and possibilities in more detail.

Respectfully submitted,

Ron Holifield
CEO, Strategic Government Resources
Ron@GovernmentResource.com
214-676-1691



OCCMA

**Oregon City/County
Management Association**

A State Affiliate of **ICMA**

To: OCCMA Board of Directors
From: Patty Mulvihill, LOC Executive Director
Date: July 13, 2023
Subject: First Addendum to Contract for Services Between OCCMA & LOC

The contractual arrangement between the OCCMA and LOC has been in effect, in some form or fashion, for a substantial length of time. As the OCCMA has grown in both its membership and the services it provides, so too have the services the LOC provides the OCCMA. This memorandum, but particularly the associated addendum to the current contractual agreement in effect, reflects the naturally occurring evaluation of how the OCCMA and LOC can coordinate, collaborate, and assist one another.

The contractual arrangement between the two entities has never included the provision of legal services, that is due, in part, to two things: (1) historically the OCCMA's activities, programs, and services have never been of a nature wherein legal advice was needed; and (2) the provision of legal services by the LOC is generally outside the scope of services it provides to any affiliate organization given the complexity involved, the impact on overall LOC operations, and the personnel required to provide this type of assistance. This addendum adds the provision of limited legal advice from LOC attorneys to the OCCMA (or specifically identified committees or subcommittees thereof) in recognition of a new obligation incurred by the OCCMA and that obligation's clear need for legal assistance. The addendum includes a term length of June 30, 2024, when the full contract itself expires, so that the LOC can properly identify if it has the capacity to provide the OCCMA with this additional service long term.

As an affiliate organization of the International City/County Management Association (ICMA) OCCMA members agree to be held to the same ethical standards required by the ICMA even if the OCCMA member is not a member of the ICMA. The ICMA will only investigate alleged ethical violations of persons who are members of the ICMA, which means the OCCMA must conduct investigations into allegations of alleged ethical violations by its members who are not also members of the ICMA. Last year the Board of Directors adopted Article 11 of the OCCMA Policy Annex defining the rules of enforcement.

An allegation of a violation of the OCCMA/ICMA code of ethics is not something to be taken lightly, by either the member who is the subject to the allegation or the OCCMA Board of Directors. Recognizing the significance of an investigation into alleged ethical misconduct, the OCCMA asked the LOC if it could provide the OCCMA (or any committee or subcommittee assigned to assist in the investigation of alleged ethical misconduct) with legal advice to ensure that the process surrounding the investigation complies with all adopted policies, processes, and rules. After carefully reviewing current staffing levels and obligations, the LOC believes it can provide this particular and highly limited service, for a fee, at least through the duration of the current contract between the two parties (with a reassessment to occur during future contract renegotiations).

Attached herein please find the LOC's proposed contract addendum to provide limited legal advice to the OCCMA for those instances when an allegation of alleged misconduct has been submitted to the OCCMA Board of Directors for investigation. LOC will charge an hourly fee of \$50 for this service, with work being tracked in 15-minute increments.

Note, the LOC will provide the OCCMA this limited legal advice; however, should the OCCMA, or any committee or subcommittee thereof, be sued in relation to the work conducted under this contract, the defense of that lawsuit will be handled by CityCounty Insurance Services (CIS) as part of the general liability coverage policy the OCCMA has secured through CIS.

Suggested Motion:

I move approval of the first addendum to the contract for services between the OCCMA and the LOC, and authorize the President or President-Elect of the OCCMA to sign on behalf of the Board of Directors.

**First Addendum to Contract for Services
Between
Oregon City/County Management Association
and
League of Oregon Cities**

This First Addendum is between the Oregon City/County Management Association, hereafter “OCCMA” and the League of Oregon Cities, hereafter “LOC” (and collectively the “Parties”).

1. Whereas the Parties entered into a Contract for Services, hereafter the “Contract” effective on July 1, 2021, for various staffing support and related services.
2. Whereas the Parties wish to amend the Contract on the terms and conditions set for in this First Addendum Agreement. Pursuant to Section 4.6 of the Contract, the Contract can only be modified if in writing and signed by both parties.
3. References in this First Addendum to the Contract are to the Contract as previously amended or varied.
4. IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency thereof, the Parties agree LOC will provide the OCCMA legal services under the following parameters:
 - a. The legal services provided will be related solely to assisting the OCCMA interpret, administer, and enforce Article 11, Code of Ethics of the OCCMA Bylaws.
 - b. Prior to the provision of any legal services, OCCMA, or any of its committees assigned to interpret, administer, and enforce Article 11, Code of Ethics shall identify one point of contact to work directly with the LOC assigned attorney.
 - c. LOC’s General Counsel will assign an LOC attorney based solely on the General Counsel’s discretion to provide legal services.
 - d. Legal services provided under this addendum will be billed at a rate of \$50.00 per hour and in 15-minute increments.
 - e. OCCMA will be billed monthly for all charges incurred with payment due within 30 days of the invoice being issued.
 - f. No work related to Article 11, Code of Ethics and the scope of services under this addendum shall be done by any other LOC staff member other than the assigned attorney(s). Prohibited work from other LOC staff includes but is not limited to gathering facts, securing documents, or attending meetings of any fact-finding committee.

5. This First Addendum expires on June 30, 2024 and is not eligible for automatic renewal.
6. Except as otherwise expressly provided in this First Addendum, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

I have read this First Addendum. I certify I have the authority to sign and enter into this First Addendum. I understand this First Addendum and agree to be bound by its terms.

THIS AGREEMENT IS NOT VALID UNTIL ALL SIGNATORY APPROVALS ARE COMPLETED.

OREGON CITY/COUNTY MANAGEMENT
ASSOCIATION

LEAGUE OF OREGON CITIES

Title:

Title:

Date

Date



OCCMA

**Oregon City/County
Management Association**

A State Affiliate of **ICMA**

To: OCCMA Board of Directors
From: Angela Speier, LOC Project & Affiliates Manager
Date: July 14, 2023
Subject: OCCMA Scholarship Program

On April 25 the OCCMA Board of Directors reviewed and offered changes to the attached draft scholarship program. The board authorized staff to submit the outline of the program to the OCCMA membership for their review and comments. Staff sent the outline to the membership on May 31 and requested comments by Monday, July 3.

The Scholarship Committee reviewed the membership feedback on Thursday, July 13 and made the following revisions.

- Naming the program in honor of Charlie Henry.
- Adding the NW Regional Manager's Conference as an eligible professional development conference.
- Removing students from the eligibility requirements, they will continue to apply for scholarships through the Roger Jordan Perpetual Training Scholarship.
- Added clarification that applications will be accepted quarterly and that applicants need to be aware of the conference deadlines and submit their applications accordingly.

Attachments:

1. OCCMA Professional Development Program
2. Comments received by the membership

Suggested Motion:

I move to adopt the OCCMA Professional Development Program effective January 1, 2024.



OCCMA Professional Development Program

In honor of Charlie Henry

Scholarship Application Guidelines

The purpose of the OCCMA Scholarship Program is to assist members with accessing educational/professional development opportunities. Scholarship applications and/or questions should be sent to Angela Speier at aspeier@orcities.org.

Professional Development Training Programs

Eligible Professional Development Training Programs	CAP
Local Government Reimagined Conferences (formerly the ICMA Regional Conferences)	\$2,500
Leadership ICMA (Fall) (2 Year Program) Up to 50% tuition and up to 50% travel/accommodations Note and additional application requirement: Leadership ICMA requires a significant time and travel commitment to complete. Applicants must clearly demonstrate their personal and community's commitment to support and fund full participation in this two-year program.	\$5,000
ICMA High Performance Leadership Academy (12-week online program) Up to 50% tuition for ICMA members	\$1,000
Gettysburg Leadership Institute Up to 50% tuition and up to 50% travel/accommodations	\$2,500
Williamsburg Leadership Institute Up to 50% tuition and up to 50% travel/accommodations	\$1,000
ICMA International Regional Summit or Exchange Up to 50% tuition and up to 50% travel/accommodations	\$2,500
Commonwealth Center for High Performance Organizations Up to 50% tuition and up to 50% travel/accommodations	\$4,000
Additional Application Requirement: applicant must clearly articulate the value of attending this program to themselves, their community and OCCMA.	

Eligibility Requirements:

- Five years of service to the profession, with a preference in Oregon.
- OCCMA active or affiliate member in good standing. Members in Transition are encouraged to apply.

Other Considerations:

- Future potential of the candidate to make an impact in the profession.
- Other service to the profession such as city/county management associations in other states, ICMA, LOC, etc.

- Members of the Scholarship Committee shall be eligible to apply. During an application period when there are more applications than funds, a Scholarship Committee member submitting an application must recuse themselves from the award discussion.
- Size of community currently serving. Preference/weight will be given for individuals serving small cities under 5,000 population.

Application Letter Requirements:

- Eligibility and Considerations: Demonstrate program eligibility and address program considerations.
- Statement of Need: How will the scholarship make the difference to attend the professional development program?
- Program follow up: Propose a follow-up to the program experience that will inform/benefit OCCMA members.
- Attachments:
 - Resume
 - One letter of recommendation from a current OCCMA member
 - Program information and budget (differentiate between registration and travel/accommodations where applicable)

Note: The Scholarship Committee will consider other training programs not listed. Applicants must clearly demonstrate the applicability to the profession and individual's professional development goals. All training scholarships will be done as a reimbursement following successful completion of the program. Leadership ICMA will be distributed in two parts following the completion of year one and upon proof of certification/completion. Applicants are encouraged to seek and leverage scholarship opportunities through other organizations such as ICMA in addition to the opportunities through OCCMA.

Professional Development Conferences

Eligible Conferences	CAP
International City/County Management Association (ICMA) – Annual Conference Up to 50% tuition and up to 50% travel/accommodations	\$1,500
OCCMA Summer Conference Full tuition and travel/accommodations	\$1,500
League of Oregon Cities Fall and Spring Conference Up to 50% tuition and up to 50% travel/accommodations	\$800
NW Regional Manager's Conference	\$500
Government Finance Officers Association (GFOA) – Annual Conference	\$500
NW Economic Development Conference	\$500

Eligibility Requirements:

- Active and affiliate members in good standing. Members in Transition are encouraged to apply.
- Interns serving an OCCMA member community during one year may apply to attend the following years OCCMA Spring Workshop.

Other Considerations:

- Past or current service to OCCMA.
- Future potential of the candidate to make an impact in the profession.
- Other service to the profession such as city/county management associations in other states, ICMA, LOC, etc.
- Members of the Scholarship Committee shall be eligible to apply. During an application period when there are more applications than funds, a Scholarship Committee member submitting an application must recuse themselves from the award discussion.
- Size of community currently serving. Preference/weight will be given for individuals serving small cities under 5,000 population.

Application Letter Requirements:

- Eligibility and Considerations: Demonstrate program eligibility and address program considerations.
- Statement of Need: How will the scholarship make the difference to attend the conference?
- Attachments:
 - Resume
 - Program information and costs
 - Travel budget if submitting for travel

Note: The Scholarship Committee will consider conferences not listed. Applicants must clearly demonstrate the applicability to the profession and individual's professional development goals. All conference scholarships will be distributed as a reimbursement following proof of payment and event attendance. Applicants are encouraged to seek and leverage scholarship opportunities through other organizations such as ICMA in addition to the opportunities through OCCMA.

The Scholarship Committee shall manage the application process and select scholarship recipients where possible.

Application Deadlines:

Applications for training programs and conferences will be accepted quarterly by the dates listed below. The applicant should be aware of conference deadlines and submit their application accordingly.

- Round One: February 1
- Round Two: May 1
- Round Three: August 1
- Round Four: November 1

OCCMA members are welcome to submit other programs for consideration for inclusion in the OCCMA Scholarship Program. Such suggestions should be submitted to the OCCMA Scholarship Committee for review and recommendation to the OCCMA Board of Directors. The ICMA International Exchange Program, while eligible, is a lower priority than the other approved professional development programs and conferences. Applications will be considered when a lack of applications exists for other professional development programs.

From: [Aaron Palmquist](#)
To: [Angela Speier](#)
Subject: RE: Reminder: Seeking Feedback on New OCCMA Scholarship Program
Date: Thursday, June 15, 2023 9:01:38 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

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Angela,

Here are just a few questions/thoughts. Overall it looks great.

1. For the front training items – What was that training that Jeff Towery took back east? It might be one that could be added?
2. Add a bullet under Other Considerations “ Available on OCCMA budgeted resources. Do not commit to a course until a blessing of approval has been awarded/designated”. Note: No person can get reimbursed (it is noted) until after completion of the training/course. If not even remotely going to get a scholarship, why would a person sign-up/do the training (e.g. ICMA Leadership, Gettysburg Leadership Institute)?
3. Professional Development conferences: What about the NW Manager’s Conference? Does it have a new name?

Thant is my thoughts. Thank you for pulling it all together.

Regards,

Aaron Palmquist, MBA/PA
City Manager
City of Irrigon
P.O. Box 428 / 500 NE Main Ave.
Irrigon, OR 97844
manager@ci.irrigon.or.us
www.ci.irrigon.or.us
541-922-3047 Ph
541-922-9322 Fx

From: Angela Speier <aspeier@orcities.org>
Sent: Monday, June 12, 2023 3:42 PM
To: Angela Speier <aspeier@orcities.org>
Subject: Reminder: Seeking Feedback on New OCCMA Scholarship Program

From: [Branden Dross](#)
To: [Angela Speier](#)
Subject: RE: Seeking Feedback on New OCCMA Scholarship Program
Date: Wednesday, May 31, 2023 12:14:49 PM
Attachments: [image005.png](#)
[image006.png](#)
[image007.png](#)

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Angela,

Good afternoon.

I love this. I fully support the dues going to these programs.

Cordially,

Branden Dross

City Administrator

City of Lafayette

P.O. Box 55

Lafayette, OR 97127

P: 503-864-2451

F: 503-864-4501

brandend@ci.lafayette.or.us



From: Angela Speier <aspeier@orcities.org>

Angela Speier

From: Brian Latta <brian.latta@dallasor.gov>
Sent: Wednesday, May 31, 2023 7:25 PM
To: Angela Speier
Subject: Re: Seeking Feedback on New OCCMA Scholarship Program
Attachments: image003.png

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Hi Angela,

I fully support this expanded scholarship program. Thank you to the scholarship committee for their work. My only suggestion would be to clarify what conferences or professional development opportunities are eligible for each round of review. For example, can one apply for the ICMA annual conference during any round of review, or just a specific round, like round 2?

Thanks,

Brian Latta
City Manager
503-831-3502

On Wed, May 31, 2023, 9:49 AM Angela Speier <aspeier@orcities.org> wrote:

Good morning OCCMA members,

The 2023 OCCMA Board of Directors Work Plan includes a goal of expanding scholarship opportunities to OCCMA members beyond attendance at the summer conference. The Scholarship Committee has developed the attached draft training program to help accomplish this goal. This program would be open year-round with quarterly application reviews. The first opportunities listed are national educational programs developed by or endorsed by the ICMA. These programs are a longer time commitment and would be eligible for higher funding. The second opportunity would be for members (both professional and students) to apply to attend conferences, such as the summer conference, the LOC Annual and Spring Conferences, and the ICMA Annual Conference. The committee is requesting feedback on the program guidelines as well as input on other potential educational opportunities located on the west coast and/or in the Pacific Northwest that could be eligible for funding. **The OCCMA Board of Directors would appreciate your feedback on this new scholarship program by July 3.**

These comments will be reviewed by the Board of Directors at their July 22 meeting.

Thanks,

From: [Byron Smith](#)
To: [Angela Speier](#)
Subject: RE: Seeking Feedback on New OCCMA Scholarship Program
Date: Saturday, June 10, 2023 5:11:28 PM
Attachments: [image005.png](#)
[image006.png](#)
[image007.png](#)

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Angela,

The only other possible program that comes to mind is the Harvard program. I have not attended but many friends and colleagues have and speak highly of the experience.

Byron



Where Life is Sweet

Byron D. Smith
City Manager
bsmith@hermiston.or.us
541-567-5521

From: Angela Speier <aspeier@orcities.org>
Sent: Wednesday, May 31, 2023 9:49 AM
To: Angela Speier <aspeier@orcities.org>
Subject: Seeking Feedback on New OCCMA Scholarship Program

STOP and VERIFY This message came from outside of the City of Hermiston

Good morning OCCMA members,

The 2023 OCCMA Board of Directors Work Plan includes a goal of expanding scholarship opportunities to OCCMA members beyond attendance at the summer conference. The Scholarship Committee has developed the attached draft training program to help accomplish this goal. This program would be open year-round with quarterly application reviews. The first opportunities listed are national educational programs developed by or endorsed by the ICMA. These programs are a



Senior Executives in State and Local Government

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YOU'RE HERE TO MAKE A DIFFERENCE.™



SENIOR EXECUTIVES IN STATE AND LOCAL GOVERNMENT

Today's senior public officials face greater demands from a skeptical public than at any time in recent history. To exercise effective leadership in this difficult environment, government and nonprofit leaders need the knowledge and skills to develop creative solutions under tight constraints and increased public scrutiny. For more than 40 years, the *Senior Executives in State & Local Government* program has trained elected, appointed, and career officials from state, local, and county governments and organizations. With a balance of traditional and hands-on learning experiences, this program enables participants to become more effective public managers by:

- » Challenging assumptions about how to exercise leadership in the public sector
- » Developing new conceptual frameworks for addressing policy issues
- » Interrogating the relationship between citizens and their government
- » Understanding the behavioral dimensions of decision making
- » Exchanging ideas with experienced faculty and a diverse group of colleagues
- » Applying lessons in real time using real-life case studies

For three weeks, participants will engage in an interactive classroom where they learn from each other and work together with the faculty on real-life case studies. The classroom serves as a forum for raising urgent issues and practicing the skill of facilitating and maintaining conversations that lead to change.

“The classroom discussions on history – discussions I didn’t have in high school, undergraduate, or even graduate school – gave me the space to reflect on reinventing our current structures to serve the true will of the people.”

– REPRESENTATIVE JANELLE BYNUM
STATE REPRESENTATIVE, OREGON

CURRICULUM

The program curriculum is centered on the case method pioneered at Harvard. Participants will analyze and discuss cases selected to provoke insight into a wide array of strategic management, leadership, and public policy issues. Each case is a real-life situation that stimulates participants to think through problem-solving methods and possible solutions. To bridge the gap between conceptual learning and reality, participants will spend the final weeks working on cases based on the actual challenge faced by members of the cohort.

Key topics covered will include:

- » Leadership: exercising leadership without authority, and analyzing and managing dynamics that impede progress
- » Negotiations: moving beyond positional bargaining to build strong, resilient relationships with key partners
- » Effective Partnerships: creating and managing key relationships for maximum impact.
- » Policy Modeling & Implementation: crafting policy to address critical issues - and how to know when it is successful
- » Urgent & Real-Time Challenges: considering the issues that state and local leaders confront everyday: finance and budgeting, crisis management, community safety, economic development - and more



WHO SHOULD ATTEND

This program is designed for senior-level managers serving in or working with state and local governments, including government officials, elected officeholders, and executives of nonprofit organizations, foundations, and national associations.

Fellowships are available to support participation in the program. For more information and to explore a list of opportunities for individuals applying to Senior Executives in State and Local Government, please visit www.hks.harvard.edu/ee/SLfellowships.

“This program has reinforced my belief that exercising leadership often extends beyond material gains or personal advancement.”

**– MAJOR OSCAR PEREZ
OFFICE OF PROFESSIONAL RESPONSIBILITY
PROVIDENCE POLICE DEPARTMENT**



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Admission is competitive and based on professional achievement and organizational responsibility. There are no formal educational requirements; however, fluency in written and spoken English is a necessity for participation.

This program qualifies for both the Public Leadership Executive Certificate and Public Policy Executive Certificate. Visit www.hks.harvard.edu/ee/certificate to learn more.

FACULTY CHAIR



David C. King is senior lecturer in public policy at Harvard Kennedy School and faculty chair of the MPA programs. He also chairs Harvard's Program for Newly Elected Members of the U.S. Congress. He lectures on the U.S. Congress, political parties, and election reform. Professor King joined the Harvard faculty in 1992.

In the wake of the 2000 presidential elections, Professor King directed the Task Force on Election Administration for the National Commission on Election Reform, chaired by former presidents Gerald Ford and Jimmy Carter. That effort culminated in landmark voting rights legislation signed by President Bush in late 2002. He later oversaw an evaluation and new management structure for the Boston Election Department.

David King is co-author of *The Generation of Trust: Public Confidence in the U.S. Military Since Vietnam* (2003); author of *Turf Wars: How Congressional Committees Claim Jurisdiction* (1997); and co-editor of *Why People Don't Trust Government* (1997). An award-winning speaker, Professor King's work is highlighted in Bill Smoot's *Conversations with Great Teachers* (2010).

"I would urge anyone in public service to try to take advantage of this outstanding program. It made me better equipped to work with and negotiate with colleagues to cause meaningful legislation to be passed."

**- HONORABLE MARY BROADAWAY
STATE REPRESENTATIVE
ARKANSAS GENERAL ASSEMBLY**

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79 JFK Street
Cambridge, MA 02138 USA
Phone: +1-617-496-9000
Email: exed@hks.harvard.edu



From: [Deanna Schafer](#)
To: [Angela Speier](#)
Subject: RE: Seeking Feedback on New OCCMA Scholarship Program
Date: Wednesday, May 31, 2023 1:06:15 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

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I love the opportunities for scholarships that you have included. The one item that I am wondering if there is any lea way on it the requirement of a minimum of 5 years. I am wondering if it could be 4 years continuous service to the same organization (recognizing the importance of longevity) or 5 years over all. Purely a selfish request. Thank you.

Deanna Schafer
City Manager
City of Reedsport
541-271-3603 ext 1007
Cell 541-662-1237
Direct line 541-271-1984
Fax 541-271-2809

From: Angela Speier [mailto:aspeier@orcities.org]
Sent: Wednesday, May 31, 2023 9:49 AM
To: Angela Speier <aspeier@orcities.org>
Subject: Seeking Feedback on New OCCMA Scholarship Program

Good morning OCCMA members,

The 2023 OCCMA Board of Directors Work Plan includes a goal of expanding scholarship opportunities to OCCMA members beyond attendance at the summer conference. The Scholarship Committee has developed the attached draft training program to help accomplish this goal. This program would be open year-round with quarterly application reviews. The first opportunities listed are national educational programs developed by or endorsed by the ICMA. These programs are a longer time commitment and would be eligible for higher funding. The second opportunity would be for members (both professional and students) to apply to attend conferences, such as the summer conference, the LOC Annual and Spring Conferences, and the ICMA Annual Conference. The committee is requesting feedback on the program guidelines as well as input on other potential educational opportunities located on the west coast and/or in the Pacific Northwest that could be

From: [Jayme Bennett](#)
To: [Angela Speier](#)
Subject: RE: Reminder: Seeking Feedback on New OCCMA Scholarship Program
Date: Monday, June 12, 2023 3:54:36 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

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Angela,

I think this is a very thoughtful and balanced program. Thank you for your work.

I would LOVE to see the LOC and the OCCMA visit the regional mtgs together and pitch the importance of this education.

Because City Recorders are the ONE position we can't live without, there is often no time to enrich our own education, or attend the important conferences, mtgs etc. I feel like we are triage NURSES. Also, I am curious about the small colleges in rural Oregon that would probably have several amazing candidates for this type of future. The equivalent of a trade school but with a real future!

LASTLY, I am curious if regionally, we could work to cover each other if a conference or educational opportunity came up near a meeting or a mandatory office hours day. Jennifer G from Hood River has been amazing, and because she has a large administrative body, she is well positioned to be on the receiving end of ALL of the shift coverage, so I wouldn't want to do that to her in Region 8 – but broadly, I wonder if we can coordinate thoughtfully – we end up in every meeting, facilitating, etc. but there is not much support staff beyond us to fill the role so that we can do the programs, education, etc.

Just a few thoughts as I balance the city manager and city recorder and public works positions in mosier. The ONE with the most priority is simply the recorder.

Thank you for your thoughts, and to the scholarship team, the scholarship looks incredible. I wish we could solicit community college folks and title clerks and so on.

Thanks again,

Jayme

From: Angela Speier <aspeier@orcities.org>
Sent: Monday, June 12, 2023 3:42 PM
To: Angela Speier <aspeier@orcities.org>
Subject: Reminder: Seeking Feedback on New OCCMA Scholarship Program

Good afternoon OCCMA members,

This is friendly reminder to send me your feedback on the attached scholarship program by July 3. The 2023 OCCMA Board of Directors Work Plan includes a goal of expanding scholarship opportunities to OCCMA members beyond attendance at the summer conference. The Scholarship

From: [Kevin Greenwood](#)
To: [Angela Speier](#)
Subject: RE: Reminder: Seeking Feedback on New OCCMA Scholarship Program
Date: Monday, June 12, 2023 3:46:48 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

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I think it looks great. My vote is to go forward with it.

Kevin
(541) 961-9517: cell
(541) 386-1138: direct

From: Angela Speier <aspeier@orcities.org>
Sent: Monday, June 12, 2023 3:42 PM
To: Angela Speier <aspeier@orcities.org>
Subject: Reminder: Seeking Feedback on New OCCMA Scholarship Program

Good afternoon OCCMA members,

This is friendly reminder to send me your feedback on the attached scholarship program by July 3. The 2023 OCCMA Board of Directors Work Plan includes a goal of expanding scholarship opportunities to OCCMA members beyond attendance at the summer conference. The Scholarship Committee has developed the attached draft training program to help accomplish this goal. This program would be open year-round with quarterly application reviews. The first opportunities listed are national educational programs developed by or endorsed by the ICMA. These programs are a longer time commitment and would be eligible for higher funding. The second opportunity would be for members (both professional and students) to apply to attend conferences, such as the summer conference, the LOC Annual and Spring Conferences, and the ICMA Annual Conference. The committee is requesting feedback on the program guidelines as well as input on other potential educational opportunities located on the west coast and/or in the Pacific Northwest that could be eligible for funding.

Your comments will be reviewed by the Board of Directors at their July 22 meeting.

Thank you,

Angela

Angela Speier, Project & Affiliates Manager
503-588-6550 direct: 503-540-6599

From: [Robb Corbett](#)
To: [Angela Speier](#)
Subject: RE: Seeking Feedback on New OCCMA Scholarship Program
Date: Monday, June 5, 2023 2:22:46 PM
Attachments: [image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

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I reviewed the draft training/scholarship program proposed and appreciated the thought and effort that went into it. I do not have any recommended changes. Thank you for your work on this.



From: Angela Speier <aspeier@orcities.org>
Sent: Wednesday, May 31, 2023 9:49 AM
To: Angela Speier <aspeier@orcities.org>
Subject: Seeking Feedback on New OCCMA Scholarship Program

STOP and VERIFY - This message came from outside of the City of Pendleton.

Good morning OCCMA members,

The 2023 OCCMA Board of Directors Work Plan includes a goal of expanding scholarship opportunities to OCCMA members beyond attendance at the summer conference. The Scholarship Committee has developed the attached draft training program to help accomplish this goal. This program would be open year-round with quarterly application reviews. The first opportunities listed are national educational programs developed by or endorsed by the ICMA. These programs are a longer time commitment and would be eligible for higher funding. The second opportunity would be for members (both professional and students) to apply to attend conferences, such as the summer conference, the LOC Annual and Spring Conferences, and the ICMA Annual Conference. The committee is requesting feedback on the program guidelines as well as input on other potential educational opportunities located on the west coast and/or in the Pacific Northwest that could be eligible for funding. **The OCCMA Board of Directors would appreciate your feedback on this new scholarship program by July 3.**

From: [Scott McClure](#)
To: [Angela Speier](#)
Subject: RE: Seeking Feedback on New OCCMA Scholarship Program
Date: Wednesday, May 31, 2023 12:00:38 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

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Angela:

This an awesome new program. It's great to see OCCMA able to offer this.

Comments:

1. Only people named Scott McClure should be able to apply.
2. You should attend each of the programs/conferences to make sure they are of proper quality.

Scott McClure
City Administrator
City of Turner
503-980-4371

From: Angela Speier <aspeier@orcities.org>
Sent: Wednesday, May 31, 2023 9:49 AM
To: Angela Speier <aspeier@orcities.org>
Subject: Seeking Feedback on New OCCMA Scholarship Program

CAUTION: This email originated from Outside Your Organization. Exercise caution when opening attachments or on clicking links from unknown senders. Please contact Information Technology for assistance.

Good morning OCCMA members,

The 2023 OCCMA Board of Directors Work Plan includes a goal of expanding scholarship opportunities to OCCMA members beyond attendance at the summer conference. The Scholarship Committee has developed the attached draft training program to help accomplish this goal. This



OCCMA

**Oregon City/County
Management Association**

A State Affiliate of **ICMA**

To: OCCMA Board of Directors
From: Megan George, Chair, NW Women's Leadership Academy (NWWLA)
Date: July 14, 2023
Subject: NWWLA Committee Appointments

The NWWLA is an ad/hoc committee of OCCMA, and is an academy structured through a nine-month professional development cohort for emerging local government women leaders in Oregon that provides opportunities to enhance skills and competencies, builds confidence, networks, and expands professional connections through career mentoring and moral support to women in local government.

The NWWLA is governed by a Steering Committee and Leadership Committee. In addition, each Leadership Committee member chairs one of four subcommittees: Administrative & Logistics, Curriculum, Recruitment & Selection, and Engagement & Communications.

The individuals that have been selected in these roles and on these committees are founding members of the NWWLA and individuals who have gone through the program. Vacancies on subcommittees are filled by soliciting interest from previous cohort members.

The NWWLA is requesting consideration from the OCCMA Board of Directors to approve the attached committee appointments.

Suggested Motion:

I move to approve the NWWLA committee appointments as proposed.



NWWLA COMMITTEE ROSTER

2023-24 Steering Committee

Alissa Angelo, City of Stayton
Andi Howell, City of Sandy
Aquilla Hurd-Ravich, City of Oregon City
Jenny Haruyama, City of Beaverton
Jessica Harper, City of Gresham
Liz Newton, City of Tigard

Martha Bennett, City of Lake Oswego
Nina Vetter, City of Gresham
Rachael Fuller, Washington County
Sarah Medary, City of Eugene
Sherilyn Lombos, City of Tualatin
Simone Brooks, City of Hillsboro
Stephanie Betteridge, City of Bend

2023-24 Leadership Team

Megan George, City of Tualatin
Megan Phelan, City of Lake Oswego
Cate Schneider, City of Bend
Sambo Kirkman, City of Beaverton
Nicole Hendrix, City of Tigard
Emily Robertson, MCDD
Sara Singer Wilson, SSW Consulting

Chair
Past-Chair
Curriculum Chair
Admin and Logistics Chair
Recruitment Chair
Engagement and Comms Chair

2023-24 Subcommittees

Administration & Logistics

Sambo Kirkman, City of Beaverton
Chris Bailey, City of Albany
Randi Heuberger, City of Stayton
Kelly Hart, City of Lebanon
Leigh Crabtree, City of Beaverton

Subcommittee Chair

Curriculum

Cate Schneider, City of Bend
Erin Wardell, Washington County
Elle Worrlein, Clean Water Services
Kelly Dilbeck, City of Oregon City
Madison Thesing, City of Lake Oswego
Michele Eldridge, City of Harrisburg

Subcommittee Chair

Recruitment & Selection

Nicole Hendrix, City of Tigard

Subcommittee Chair



Katie Durfee, CIS

Rachael Hyde, City of Lake Oswego

Lea Richard, City of Ashland

Kari Duncan, Rockwood Water Utility District

Denise Dahlberg, City of Gervais

Engagement & Communications

Emily Robertson, MCDD

Subcommittee Chair

Courtney Knox Busch, City of Salem

Marcie Wily, Hood River P&R District

Aquilla Hurd-Ravich, City of Oregon City

Heather Pierson, City of Woodburn



OCCMA

**Oregon City/County
Management Association**

A State Affiliate of **ICMA**

To: OCCMA Board of Directors
From: Angela Speier, Project & Affiliates Manager
Date: July 14, 2023
Subject: OCCMA Bylaws and Policy Annex Update

The OCCMA Bylaws Committee met on June 13 to review the proposed changes to the bylaws and the policy annex. Attached to this memo is the redline version of the document.

The proposed changes to the bylaws include:

- Article 6, Sections 2, 4, and 6 – Increases the number of directors from eight to nine and changes “list serve” to listserv for consistency purposes.
- Article 7, Sections 2 and 6 – Recommendation from the Nominating Committee to allow the committee to consider additional criteria when recommending appointments to the OCCMA and LOC Board of Directors. Section 6 clarifies the length of time a person can serve in a vacated position.
- Article 8, Sections 1, 4, and 5 - Changes “list serve” to listserv for consistency purposes and changes the quorum requirement to seven voting members due to the additional director position being added.
- Article 9, Sections 1 and 3 – Adds the Communication Committee to the list of standing committees and clarifies that board members will also need to serve as liaisons to standing and ad/hoc committees.

The proposed changes to the policy annex include:

- Article 1, Section 1 – Changes “list serve” to listserv for consistency purposes.
- Article 3, Section 2 – Changes “list serve” to listserv for consistency purposes.
- Article 5, Sections 3 and 4 – Clarifies the membership drive and billing procedures. Changes Finance Director to Senior Accountant, because the LOC no longer has a Finance Director.
- Article 8, Sections 2 and 5 – Changes the title of Article 8 to ICMA Senior Advisor Program. Adds the listserv as a recruitment tool and adds at least before 30 days to allow for some flexibility in the review period. Changes the word shall to may for more flexibility when reimbursing expenses.
- New Article 13 – Creates the OCCMA Senior Advisor Program.

The board has been discussing the benefits of expanding the Senior Advisor Program to include OCCMA members who are not ICMA members and expanding the types of services that retired members could provide to OCCMA. The Bylaws Committee looked at modifying Article 8 of the Policy Annex to accomplish this task. Because OCCMA is currently a partner with ICMA in the Senior Advisor Program, which is jointly funded by both organizations, the Bylaws Committee does not recommend making these functional changes to this section. Instead, the Committee is recommending that the OCCMA board create its own Senior Advisor Program to expand traditional advising programs and perhaps provide services in other areas as determined in the future by the Board. While retired members can and do participate in committees and other activities in OCCMA, proposed Article 13 provides an opportunity for reimbursement of certain expenses for retired members selected by the Board to provide specified services to the Association. This change would allow the Board to appoint and reimburse OCCMA Senior Advisors to supplement the ICMA Senior Advisor Program. In addition, alternative OCCMA Advisor roles to benefit OCCMA and its members may be created by the board. Under this program, the board could reimburse expenses

for retired members who are requested to provide other services specified by the board for the Association. A description of those responsibilities would be approved by the board with notice of any opportunities being shared with eligible retired OCCMA members. The board would request applications and appoint members as is currently done with the Senior Advisors.

If the proposed changes are approved by the Board at least 30 days in advance of the annual meeting, then the bylaw changes can be presented to the membership for ratification at the annual membership meeting on October 12.

Under the OCCMA bylaws, the board can amend the policy annex by a vote of 2/3 of the members present at a regular meeting after introduction at a previous meeting, and after at least 30-days' notice has been provided on the OCCMA listserv, website, and newsletter. For transparency purposes, it would be good for the board to consider formally introducing the changes to the policy annex at the July meeting and place notice for its final approval at the October board meeting. This will allow time for it to appear on the listserv, the OCCMA website, and the OCCMA newsletter.

Attachment:

1. Proposed changes to the OCCMA Bylaws and Policy Annex

Recommended Motion:

I move to approve the proposed changes to the OCCMA bylaws and request staff forward them to the membership for ratification at the annual membership meeting on October 12, 2023.

I move the board formally introduce the amendments to the OCCMA policy annex with adoption scheduled for the October 11, 2023 OCCMA Board of Directors meeting.

Oregon City/County Management Association Bylaws and Policy Annex

BYLAWS

ARTICLE 1

Name

The name of this Association shall be the Oregon City/County Management Association (referred to herein as OCCMA).

ARTICLE 2

Organization

Section 1. OCCMA is an unincorporated association of general-purpose local government or council of governments, managers and assistants in the State of Oregon.

Section 2. OCCMA shall be based at the League of Oregon Cities located at 1201 Court St. NE, Suite 200; Salem, OR 97301

ARTICLE 3

Purpose

The purpose of OCCMA shall be to:

- Support professional management in local government by increasing the knowledge and ability of administrators and managers;
- Promote the exchange of information between the members;
- Offer personal support to members; and
- Sustain the functions, principles and goals of the International City/County Management Association.

ARTICLE 4

Membership

Section 1. Membership in OCCMA shall be in one of seven categories defined below as Active, Affiliate, Cooperating, Student, Retired, Honorary, or Lifetime. A person shall become a member by submitting an application on a form approved by the Board certifying that they meet eligibility requirements for one of the membership categories for OCCMA, and also submit the payment of annual dues to the Secretary-Treasurer.

Section 2. **ACTIVE MEMBERS:** Any person who is an appointed manager or administrator, or an assistant city or county manager or administrator, or an assistant to a manager or administrator of a general purpose local government or council of governments in the State of Oregon, or a council appointed city recorder provided the city does not have a city manager or city administrator, or a corporate member of the International City/County Management Association who serves in Oregon, or while in transition from such a position and

actively pursuing other eligible employment in Oregon, shall be eligible for active membership in the Association.

Active members shall comply with the ICMA Code of Ethics and the Declaration of Ideals.

Any active member of this Association, who has resigned or been removed from a position in local government, 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. Annual membership dues will be waived for up to three years while the member remains in transition and actively pursuing other eligible employment in Oregon. If it is shown to the satisfaction of the Board that the member's resignation or removal was for a cause that violates the ethical standards of the International City/County Management Association, the membership in the Association may be terminated immediately by the Board. The Board may consider requests for refunding dues. The decision of the Board shall be final.

Section 3. AFFILIATE MEMBERS: Any person who fills a position in a general-purpose local government or council of governments and has obtained a statement co-signed with their current chief executive officer indicating a continued interest in pursuing a career in city/county management or an appointed administrative official reporting to a mayor/city council. Affiliate members shall hold no office or vote.

Section 4. COOPERATING MEMBERS: Individuals who work for an employer who does business with and has close ties to one or more units of local government. Cooperating members shall hold no office or vote, or have access to the OCCMA listserv or members-only website.

Section 5. STUDENT MEMBERS: Any person registered as a student in a college or university public administration program, or is currently working in a career in public management.

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

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

Section 7. HONORARY MEMBERS: Honorary members shall be chosen based on their contributions to the Association and/or to the field of city or county management in Oregon. Honorary membership shall be conferred by a Board vote at any regular meeting. Honorary members shall pay no dues, hold no office, or vote. Honorary membership is bestowed for an indefinite period.

Section 8. LIFETIME MEMBERS: Lifetime membership shall represent the highest honor afforded to retired members. Lifetime members shall be chosen because of distinguished service in the field of city or county management during his or her management career and lasting and meaningful contributions to the OCCMA and the profession of local government management. Lifetime members shall pay no dues, hold no office, or vote.

To be eligible for lifetime membership in the Association, the person must have been an active member of the Association for a minimum of five years and is currently retired from the profession or no longer employed in the profession. Following a written letter of nomination signed by at least three active members of OCCMA, the Board will consider conferring lifetime membership to the nominee at any regular business meeting. A

lifetime member shall be elected only upon recommendation of the Board. In making this recommendation, the Board shall consider contributions to the profession at a level greater than the organizations served by the nominee; contributions at a national level; contributions to the profession as a whole, including teaching or publication; and any other relevant service. Once a recommendation has been approved by the Board, lifetime membership shall be conferred upon an individual after a majority vote of the membership present at a general membership meeting. Lifetime members shall comply with the ICMA Code of Ethics and the Declaration of Ideals.

Section 9. REFUSAL OF MEMBERSHIP: The Board reserves the right to examine the qualifications, evaluate the prospective member, and deny membership in the Association to anyone.

ARTICLE 5

Membership Meetings

Section 1. MEMBERSHIP MEETINGS: The Association shall hold at least one general meeting each year at the same time and place as the annual meeting of the League of Oregon Cities. Additional meetings may be called by the President or a majority of the Board.

Section 2. NOTICE: Membership meetings shall be noticed in the OCCMA Newsletter, and/or the OCCMA website, and/or the OCCMA list-serve at least 30 days before the scheduled meeting.

Section 3. QUORUM: Those active members present at any meeting of the Association shall constitute a quorum. A majority vote of those active members present and voting shall be necessary for approval of any question before the Association. Voting by proxy is not permitted.

ARTICLE 6

Offices and Terms of Office

Section 1. GENERAL POWERS: The business and affairs of the Association shall be managed by its Board of Directors (referred to herein as the "Board").

Section 2. STRUCTURE: The Board shall be the Officers and nine-eight Directors.

The terms of all Officers and Directors shall start as of January 1 following their election and end on December 31 of the year the term ends.

Section 3. OFFICERS: The officers of this Association shall be President, President Elect, and Immediate Past President who shall each have a term of one year. In addition, the Secretary-Treasurer (non-voting) shall be the League of Oregon Cities Executive Director, or designee.

Section 4. DIRECTORS: Nine Eight directors shall be elected for a term of three years. The rotation of the director terms shall be staggered with three (3) terms expiring each year. The terms shall be staggered with three (3) members elected in the first year following adoption, two (2) members being elected in the second year, and three (3) members being elected in the third year, with the same rotation continuing in the future.

Section 5. OFFICER RESPONSIBILITIES: The officers of the association shall be as follows:

- The President shall be the chief executive officer of the association, shall serve as chair person at all meetings of the Board of Directors, and shall be authorized to call special meetings of the Board whenever he or she shall deem it proper to do so. The President may sign and execute all authorized

contracts, and other instruments or obligations in the name of the association. The President shall do and perform such other duties as described in the bylaws, policies, and as may be assigned to him or her by the Board.

- The President Elect shall perform such duties that from time to time may be authorized by the Board of Directors. The President Elect shall have the powers and perform all the duties of the President in case of the absence of the President, and shall assume the Presidency in case the office of President is vacant.
- Immediate Past-President shall serve as a member of the Board. Immediate Past-Presidents shall perform any duties that are described in the bylaws, policies, or as requested by the Board.
- The Secretary-Treasurer shall transact the necessary financial business of the Association, keeping a complete record of all transactions, which shall be submitted for auditing at the annual meeting of the Association. If the Board desires, the Secretary-Treasurer shall be bonded in such form and amount as may be determined by the Board. The Secretary-Treasurer shall keep written minutes of the Board and Membership meetings.

Section 6. PROMULGATION OF POLICIES: The Board is empowered to enact policies from time to time to govern the operations of the Association. Policies are enacted by a vote of two thirds of the members of the Board present at a regular meeting after they have been introduced at a previous Board meeting, and after at least thirty (30) days' notice has been provided in the OCCMA newsletter; and/or the OCCMA website; and/or on the OCCMA ~~listserv~~listserve. Policies will remain in effect until they are rescinded by future action of the Board or by the membership. Policies shall be compiled and provided as an annex to the Bylaws. Any modification of rules during the year will be presented to the General Membership at the Annual Meeting. Policy changes can be repealed by the membership if a motion is made and supported at the membership meeting to repeal a policy made by the Board if a majority of the membership at the annual meeting votes to repeal that policy.

Section 7. RESIGNATION: Any Board member may resign at any given time by giving written notice to the Board. The resignation of any Board member shall take effect upon receipt of notice thereof, or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The vacancy shall be filled in accordance with Article 7, Section 6.

Section 8. COMPENSATION: The Board shall serve without compensation except that reasonable reimbursement relating to operation of the Association may be provided per the Association's policies.

Section 9. TERM LIMITS: A member shall be eligible to serve two (2) consecutive terms as Director. In the event a Director is appointed to fill a partial term, that Director is eligible for election to a full term on the Board of Directors. Members are eligible to serve two full terms on the Board~~serve additional non-consecutive terms~~. A member who is elected to serve as President Elect, and who then assumes the offices of President and Past President is not eligible to serve consecutive terms as President Elect, President, and Past President.

ARTICLE 7

Nomination, Election of Officers and Directors, and Removal from Office

Section 1. ELECTION OF OFFICERS & DIRECTORS: At each annual meeting, the Association shall elect the President Elect and members of the Board in accordance with adopted election policies. The President's position shall be filled by the previous President Elect, and the Immediate Past President shall be filled by the

previous President. The Secretary-Treasurer shall be filled by the Executive Director of the League of Oregon Cities, or designee. Together these officers and directors shall constitute the Board of Directors of the OCCMA.

Section 2. NOMINATING COMMITTEE: Nominations to the Board of Directors for the President Elect and Directors shall be made by the Nominating Committee made up of not less than three (3) members. The Immediate Past President, or other active member appointed by the President, shall Chair the Nominating Committee. The other members shall be appointed by the President. In preparation for the election at the annual membership meeting, the Nominating Committee shall strive to nominate candidates, at the time of election, which includes a minimum of one county member, one assistant manager or one assistant to a manager, and gives consideration to race, gender, tenure, size of community served, and geographic area, as well as the geographic areas served throughout the candidate's career. one member from a community of 5,000 or less population. In addition at least one Board member should represent, at the time of election, each of the following generally described state regions: Metropolitan Portland; the Willamette Valley; Coast; Eastern; and Southern.

Section 3. NOTICE OF ELECTIONS: Notice to fill regularly scheduled vacancies for the position of President Elect and Directors shall be made in the OCCMA Newsletter; and/or on the OCCMA website; and/or, on the OCCMA Listserv in accordance with any adopted policies.

Section 4. ELIGIBILITY FOR OFFICE: Any active member, as defined in Article 4, Section 2, having at least one-year's membership in the Oregon City/County Management Association, may make application to the Secretary-Treasurer for a vacant position by the deadline stated in the Notice of Vacancy. In addition, active members applying to serve as President Elect of the Association shall have a minimum of one-year of service on the OCCMA Board. All applications for vacant positions will be reviewed by the Secretary-Treasurer for completeness and eligibility to serve.

Section 5. ELECTION: The Nominating Committee shall present a slate of qualified, acceptable candidates to the Board for approval in accordance with any adopted policies. Once approved by the Board, the slate will be presented to the membership by the Board for a vote. The Board may leave slot(s) open for nominations from the floor. Nominations from the floor of qualified members for election will be considered, in addition to the proposed slate of candidates.

Section 6. VACANCIES: Appointments to fill Board vacancies may occur from time to time due to a seated Director, or President Elect not being able to fill out the full length of their term. The appointment to fill vacancies shall be made by the Board after having first published notice of said vacancies in the OCCMA Newsletter; and/or on the OCCMA website; and/or on the OCCMA Listserv at least 30 days prior to appointment. Any member meeting eligibility requirements of Article 7, Section 4 may make application to the Secretary-Treasurer for a vacant position by the deadline stated in the Notice of Vacancy. Directors appointed by the Board shall serve for the balance of the vacant term. In the event of a vacancy in the office of President, the President Elect will fill the remaining term of President, and will continue to serve as President during their full term as well. If a vacancy occurs in the term of the Immediate Past President, the most recent Past President who is available and willing to serve shall resume service on the Board of Directors. All applications for vacant positions will be reviewed for completeness and eligibility to serve by the Secretary-Treasurer. The Board of Directors shall fill the resulting vacancy on the Board by majority vote of those Board members in attendance at the meeting.

Section 7. REMOVAL FROM OFFICE: Officers or Directors of the Board may be removed from office by a two-thirds majority vote of the Board at a regular or special meeting for one or more of the following reasons:

- Neglect of the duties of office;
- Any violation of the ICMA Code of Ethics, Oath of Office, or Bylaws;
- Misrepresentation to outside parties of the Association and its officers;

- Unauthorized expenditure, or misuse of Association funds;
- Two consecutive unexcused absences from Board meetings.

Formal complaints to request an Officer or Director be removed from office will be submitted to the President or President Elect. The President or President Elect will notify the Board that a complaint has been made, and shall forward background information provided in the complaint. The President or President Elect will advise the Board in writing of the formal complaint and schedule a meeting to hear the complaint. The President or President Elect shall notify the Officer or Director whose conduct is at issue and name the allegations and provide the Officer or Director the opportunity to provide the Board additional information relating to the allegations. Such notice shall occur at least four (4) weeks prior to the meeting at which the allegations will be discussed. The Officer or Director may provide the board information orally, in writing at least four (4) days prior to the meeting, or both. After considering all the information received, the Board may by majority vote do the following:

- Find that no violation occurred;
- Suspend the membership, and Board participation for a specified period;
- Remove the Officer or Director from office, effective immediately.

Should an Officer or Director of the Board be removed from office, that vacancy shall be filled according to Article 7, Section 6 – Vacancies.

ARTICLE 8

Board Meetings

Section 1. REGULAR MEETINGS: The Board shall approve an annual meeting schedule including the time and place, either within or out of the State of Oregon, for the holding of regular meetings without other notice. This schedule shall be posted in the OCCMA newsletter; and/or the OCCMA website; and/or the OCCMA ~~listserv~~ ~~list-serve~~.

Section 2. SPECIAL MEETINGS: Special meetings of the Board may be called by or at the request of the President, or any two Directors at any place within the State of Oregon.

Section 3. MEETINGS CONDUCTED ELECTRONICALLY: The Board may meet electronically in accordance with any adopted policies. Notice and quorum requirements are required to be met with all meetings.

Section 4. NOTICE: Written notice of any special meeting, or rescheduled regular meeting of the Board shall be given by mail, telephone, telecopy, or e-mail to each Board member at least three days prior to the meeting. The regular meeting schedule and any special meeting notices shall be posted in the OCCMA newsletter; and/or the OCCMA website; and/or the OCCMA ~~listserv~~ ~~list-serve~~ shall be posted at least three (3) days in advance of the meeting.

Section 5. QUORUM: A quorum of ~~seven~~ ~~six~~ voting Board members shall be required for the Board to conduct business.

Section 6. ELECTRONIC PARTICIPATION: A Board member shall be deemed to be present in person at the meeting of the Board if such Board member participates in the meeting by a conference telephone or by other similar communications equipment through which all persons participating in the meeting may communicate with each other and all participants are advised of the communications equipment and the names of the participants in the conference are divulged to all participants.

Section 7. MANNER OF ACTING: Except as otherwise required by law or by these Bylaws, the act of the majority of the Board at a meeting at which a quorum is present shall be the act of the Board. The President shall rule on all matters of procedure in the conduct of the meeting. Voting by proxy is not permitted.

ARTICLE 9

Membership Committees

Section 1. COMMITTEE APPOINTMENTS: The President shall make appointments to the following standing committees: Nominating, Ethics, Support for Managers, Bylaws and Policy, Audit, Scholarship, Communication, and Professional Development. All members of the Association are eligible to serve on committees. Each committee shall be chaired by an Association member appointed by the President.

Section 2. AD HOC COMMITTEES: The President shall create, with the approval of the Board, such ad hoc committees as the majority of the Board may deem advisable. The President shall make the ad hoc committee appointments. The ad hoc committees shall provide an annual report at the annual meeting, or as otherwise directed at the request of the Board. The ad hoc committee shall be disbanded once the committee has completed its work.

Section 3. LIAISONS TO COMMITTEES: The President shall assign Board members as liaisons to the standing and ad/hoc committees to monitor committee activities and provide reports to the Board and at the annual meeting.

ARTICLE 10

Fiscal Affairs

Section 1. FISCAL YEAR: The fiscal year for the Association shall be from January 1 to December 31. Dues and subscriptions as determined by the Board shall be payable annually in advance, on or before January 1 of each year.

Section 2. ANNUAL BUDGET AND FINANCIAL REPORTS: The Board shall adopt a budget annually at the first meeting of the Board of Directors in accordance with any adopted policies. The Secretary-Treasurer shall present a financial report to the members of the Association at the annual meeting of the Association. The Secretary-Treasurer shall compile an annual financial report after the close of the fiscal year for presentation to the Audit Committee.

Section 3. FINANCIAL MANAGEMENT: The Board shall enter into a contract for services to provide for administrative and financial support services with the League of Oregon Cities, or other qualified provider, to assist with the administration of conferences, maintain Association finances, and for contractual authority to support various endeavors of the Association as directed by the Board. Any contract for services shall be included in the Policy Annex.

Section 4. AUDIT COMMITTEE: An Audit Committee shall consist of the President Elect, and two other Directors appointed by the President. The committee shall meet with the Secretary-Treasurer to review all financial transactions, and provide a report to the Board after the close of the fiscal year. The report will be reviewed and accepted by the Board. The Audit Committee can recommend to the Board that an independent review, or audit of the Association finances, be conducted by a qualified firm.

Section 5. DUES: Active and affiliate members shall pay dues as provided by the Board. Honorary members and Lifetime members shall be exempt from dues. Any active member whose dues are in arrears for a period of six months shall be suspended from membership and notified in writing of the suspension.

ARTICLE 11
Code of Ethics

Section 1. ICMA CODE OF ETHICS: The association has adopted the ICMA Code of Ethics as a requirement to maintain Active Member status in the Oregon City/County Management Association. All active members are required to govern their conduct in accordance with the ICMA Code and its associated guidelines. Active members are further required to submit to a peer-to-peer review of any allegations of unethical behavior.

Section 2. DISCIPLINARY ACTION: The Board shall have the authority to take disciplinary action, up to and including expulsion from the Association, against any member which, in its judgement, may be appropriate in order to maintain the professional standards of the Association. Disciplinary action may include public censure wherein notice is given to other members of OCCMA, the governing bodies of appropriate cities and counties, and/or news media outlets that a violation of the code has taken place and that OCCMA strongly disapproves of such conduct.

ARTICLE 12
Nondiscrimination

All members, officers and persons served by the association shall be selected entirely on their qualifications and on a nondiscriminatory basis without regard to race, color, religion, sex, national origin, disability, marital status, sexual orientation, or any other legally protected status.

ARTICLE 13
Indemnification

The Board shall obtain insurance on behalf of any agent of the Association (including a director, officer, employee, or other agent of the Association) against liabilities asserted against, or incurred by the agent in such capacity. A summary of the current liability coverage shall be included in the Policy Annex. The Secretary-Treasurer shall maintain a complete copy of the insurance policy.

ARTICLE 14
Amendments

The Bylaws may be amended or repealed by two-thirds vote of the active members of the Association present at the annual meeting, provided proper notice of the membership meeting has been provided in accordance with Article 5, Section 2. Amendments may be initiated by the Board, or five active members of this Association may, by a petition to the Secretary-Treasurer, initiate a desired change. The Board may also utilize a letter ballot for purposes of amending the Bylaws. Voted letter ballots will be canvassed by two members of the Board appointed by the President on, or after, the sixtieth day after the ballots have been mailed to the membership by the Secretary-Treasurer. The Bylaws will be amended by a majority of active members voting thereon.

History of amendments to the OCCMA Governing Documents

Constitution and Bylaws originally adopted November 16, 1958. Includes amendments approved March 13, 1965, November 17, 1970, November 14, 1971, November 16, 1975, November 12, 1978, November 12, 1983, November 8, 1986, November 10, 1991 November 15, 1992, November 6, 1998, November 9, 2001, November 15, 2003, November 10, 2005, October 2, 2008, October 1, 2009, September 29, 2011, September 27, 2012, September 24, 2015 and September 29, 2016. On September 28, 2017 the Constitution and Bylaws were repealed and replaced with Bylaws and a Policy Annex. Includes amendments approved on September 27, 2018 and October 21, 2021. Includes amendments approved on October 5, 2022.

OREGON CITY/COUNTY MANAGEMENT ASSOCIATION POLICY ANNEX

ARTICLE 1

Purpose

Section 1. Article 6, Section 6 of the Oregon City/County Management Association Bylaws provides that the Board may enact, amend or repeal policies to govern the operations of the Association. Policies are enacted by a vote of two thirds of the members of the Board present at a regular meeting after they have been introduced at a previous Board meeting, and after at least thirty (30) days' notice has been provided in the OCCMA newsletter; and/or the OCCMA website; and/or on the OCCMA ~~listserv~~~~list serve~~. Policies take immediate effect upon the Board adoption. The Bylaws and Policies Committee will give a report at the annual membership meeting which will include any policies approved, amended or repealed since the last annual meeting. A majority of the membership may reverse or repeal any action taken by the Board of Directors following the report of policy changes at the annual meeting.

Section 2. The policy annex shall include a date indicating when policies are adopted and revised.

Adopted 9-28-2017; Amended 9-27-2018.

ARTICLE 2

Meetings / Conferences

Section 1. ANNUAL MEMBERSHIP MEETING: Article 5 of the Bylaws provide that an annual Membership meeting be held at the same time and place as the League of Oregon Cities annual meeting. The OCCMA President is the Chair of the annual Membership meeting. At the annual Membership meeting of the Association, an agenda shall be available that includes the following:

- Call to Order;
- Roll call;
- Minutes;
- Correspondence;
- Financial Report;
- President's Report;
- Announcement of the Board meeting schedule;
- Bylaws or Policy Amendments;
- Committee Reports;
- Election of officers;
- Other business;
- Adjournment.

Section 2. PARLIAMENTARIAN. The President shall appoint a parliamentarian for the annual Membership meeting. The parliamentarian shall advise the President on any questions of order. The President shall decide all points of order, including interpretations of the By-Laws and the Policy Annex, which decisions shall be final and not subject to appeal.

Section 3. CONFERENCE AND BOARD MEETING DATES: The Board and the Board elect shall meet annually in November to establish the Association's goals and Board meeting dates for the upcoming fiscal year. The Spring Conference, if hosted by the Oregon City/County Management Association, shall be set by the Board of

Directors, and shall be held during the spring. The Summer Conference, if held, shall be on a Wednesday, Thursday and Friday in July, and shall be in various locations as determined by the Board. The annual Membership meeting shall be held in conjunction with the League of Oregon Cities Conference. The Board may approve changes in this schedule and report any changes to the membership.

Section 4. BOARD OF DIRECTOR'S MEETINGS CONDUCTED VIA EMAIL:

- A. Any board member may make a motion via email.
 - 1. The subject line should include the word "Motion."
 - 2. The first line of the body of the email should include the words "I move that the board approve/authorize/recommend ..."
 - 3. The motion shall be forwarded to the Secretary-Treasurer for distribution to the Board members, and to provide notice to the membership of the meeting being conducted via e-mail.
- B. All board members, including the President, may vote. Board members should include the words "I vote No" or "I vote Yes" in the first line of their response. A member may vote "No" and indicate that deliberation is suggested on that motion.
- C. A majority of Board member votes are required to decide an email motion. The member who proposed the motion is automatically counted as an affirmative vote.
- D. Email motions can only be voted up or down and cannot be amended.
- E. The motion will expire in seven calendar days or at the start of the next board or membership meeting – whichever comes first. If the motion doesn't receive the required majority vote by the deadline it fails.
- F. The member who proposed the motion may withdraw it at any time prior to approval.
- G. The s Secretary-Treasurer is responsible for tallying the votes and informing the board of the outcome. If a member fails to cc: other board members on his vote, the Secretary-Treasurer should forward the email to the others.

Adopted 9-28-2017; Amended 9-27-2018.

ARTICLE 3

Elections

Section 1. ELECTION OF DIRECTORS AND PRESIDENT ELECT: Article 7 of the Bylaws provides for a nominating committee to be appointed by the President to present a slate of candidates including Directors and a President Elect for the Association. Once approved by the Board, a final slate of candidates will be presented to the membership for a vote. Nomination of qualified members can also be made from the floor to fill the position of Director or President Elect. For qualifications, see Article 7.4 of the Bylaws.

Section 2. ELECTION PROCESS: The election process will be as follows:

- A. At the first meeting of the Board in the new calendar year, the President appoints no less than three individuals to serve on the Nominating Committee, with the Immediate Past President to serve as Chair.

- B. On, or before July 1, the Secretary-Treasurer will publish a notice indicating which positions must be filled in the upcoming election and invite members who are interested to apply for open positions. Notice to fill regularly scheduled vacancies for the position of President Elect and Directors shall be made in the OCCMA Newsletter; and/or on the OCCMA website; and/or, on the OCCMA Listserv in accordance with any adopted policies.
- C. July 30 is the deadline for applications.
- D. The Secretary-Treasurer will review the applicants to determine whether the member is in good standing, and has the required years of service in OCCMA, and meets any term limitations. The Secretary-Treasurer will provide all applications, and a report on any ineligible candidates to the Chair of the Nominating Committee.
- E. At least forty-five days before the annual meeting, the Nominating Committee will provide a report to the Board, including the names of all applicants and the recommended nominees for election.
- F. At least thirty days prior to the annual meeting, the President will call a special meeting (via email or telephone) to vote to forward a list of nominees for election to the membership.
- G. Notice of the nominees will be provided in the agenda packet distributed approximately ten days prior to the annual meeting via the OCCMA website and/or OCMMA ~~-listserv~~list-serve.
- H. In the event that the Board does not forward a candidate for all open positions, a call for nominations from the floor will be made by the President at the annual meeting.
- I. At the annual meeting, the President will present the list of nominees approved by the Board to the membership.
- J. The President will call for any other nominations of qualified candidates from the floor for election to vacant positions. If there are no nominations of other candidates from the floor, the President will call for a motion and support to elect the candidates as a slate as presented by the Board of Directors, and a voice vote on the motion will be made.
- K. If other qualified candidates are nominated from the floor, and there are more candidates than open positions, the President will conduct voting through a paper ballot with the Secretary-Treasurer and Immediate Past President charged with counting the election ballots. The candidates with the highest vote totals will be elected.

Adopted 9-28-2017; Amended 7-13-2018.

ARTICLE 4 *Annual Budget*

Section 1. BUDGET PREPARATION: In accordance with Article 10.2 of the Bylaws, the Board shall adopt an annual budget at the first meeting of the newly seated Board. The draft budget shall be developed by the Secretary-Treasurer in consultation with the President Elect.

Section 2. BUDGET CALENDAR:

- A. The Secretary-Treasurer shall prepare a draft budget in consultation with the President Elect for presentation at the annual Board retreat in November.
- B. At the annual Board retreat, the current Board and Board-Elect will review the draft budget and provide comments to the Secretary-Treasurer and President Elect on any suggested modifications to the draft budget.
- C. At the first meeting of the Board in the new calendar year, the Board will review, modify, and formally adopt the budget.

Adopted 9-28-2017; Amended 9-27-18.

ARTICLE 5

Reimbursement and Financial Policies

Section 1. TRAVEL EXPENSES:

- A. When used in this policy, the term “travel expenses” means and is limited to:
 - 1. The costs of a rental car, or mileage for private automobile travel at current IRS-approved rates, whichever would be less;
 - 2. Coach/economy class airfare, airport parking, and ground transportation to and from the departure and destination airport, when traveling out of state and travel by air is least cost to the Association;
 - 3. Hotel or motel accommodations at an amount that does not exceed the federally established Government Service Administration lodging per-diem rates (excluding local taxes) for the locality where the event or meeting is held;
 - 4. Actual expenses for meals including gratuities in an amount not to exceed the federally established per-diem rate for the locality in which the meal was consumed;
 - 5. Registration fees for ICMA Annual Conference, Northwest Regional Conference (when held outside of Oregon), and the ICMA West Coast Regional Conference; and
 - 6. Incidental expenses, to include but not limited to, long distance telephone charges, copy charges, transportation and luggage handling tips, dry cleaning, at an amount not to exceed \$5/day.
- B. President Travel Expenses: Within 30 days of travel, the President may request reimbursement for travel expenses to attend the ICMA Conference, Northwest Regional Conference (when held outside of Oregon), ICMA West Coast Regional Conference, ICMA committee meetings, and Field Visits (when the field visit was approved by the Board). No reimbursement shall be provided for attendance at the annual League of Oregon Cities conference. The President may designate a board member to attend meetings on the President’s behalf and receive reimbursement pursuant to this policy.
- C. Board Member Travel Expenses: For all membership events, including the annual Board retreat/business meeting, all expenses shall be paid by individual Board members. Provided however that any meals provided as part of the meeting, facility/meeting room and audio-visual equipment costs shall be paid by the Association.
- D. ICMA Committee Member Travel Expenses: Active Association members (including Board members) may request, by petition to the Board, up to one-half of their travel expenses for out-of-State

participation on national committees including but not limited to Conference Planning Committee, Strategic Planning Committee and Small Community Task Force.

- E. Travel Expenses for Members in Transition: Board Members or Active Association members appointed to an ICMA Committee who are in transition may make requests to the Board for reimbursement of travel expenses incurred to attend Association business meetings.
- F. Procedure for Expense Reimbursement: The OCCMA Secretary-Treasurer (or designee) will develop an expense report form that is consistent with this policy for persons to use when submitting a reimbursement request. A person who is eligible for reimbursement under this policy shall send the request for reimbursement along with the expense report, which must include receipts substantiating the expense, to the OCCMA Secretary-Treasurer (or designee) within thirty days of the last day of travel in which the expense was incurred. All reimbursements are subject to sufficient funds being allocated in the Association budget to pay for the expenses. Any disputed reimbursements shall be reviewed and settled by the Board.

Section 2: ICMA MEMBERSHIP: In the event the individual was not a member of ICMA within 12-months prior to their election as President-Elect the OCCMA will pay for membership dues in the International City/County Management Association (ICMA) for individuals serving in the office of President-Elect, President, and Past President.

Section 3. DUES: The OCCMA membership year runs January 1 through December 31. New active members and members returning after three years or longer may get their first-year dues prorated by 50%. A new member's initial dues may be prorated by 50% if the member joins after June 30. On a regular basis, the OCCMA Secretary-Treasurer (or designee) will verify that all applicants for membership have paid dues within thirty days of application. The process is as follows:

- The OCCMA Board of Directors approve the membership drive materials during their Annual Retreat in November.
- Membership drive opens in mid-December.
- Reminder emails are sent directly to eligible members, via the OCCMA listserv, and the LOC Bulletin every two weeks.
- The deadline to renew is January 31.
- Members who have not renewed are removed from the OCCMA listserv on February 1.
- Applications are processed and invoiced as they are received.
- Once payment is received the member will be added to the OCCMA listserv and will receive a welcome email.
- Invoices become past due 30 days after being generated and emailed.
- After 60 days, past due accounts will receive a second invoice with applicable finance charges. The 60-day past-due invoice will be generated and mailed with a demand letter by the LOC Finance Department.
- After 90 days past due, the Secretary/Treasurer will forward the invoice to the Legal Department. A 90-day past-due notice and accompanying demand letter will be generated and mailed by the LOC Member Services Department. If the account remains unpaid membership status is removed in the registration system and an invoice will no longer be mailed.

Section 4. FINANCIAL CONTROLS: All disbursements from the OCCMA shall be handled by the LOC Senior Accountant ~~Finance Director~~ and require authorization of the OCCMA President and the OCCMA President-Elect, or other OCCMA Board members as designated by action of the board. If an expenditure is not approved by authorized officials, then the bill shall be presented to the Board for consideration for payment.

Section 5. AUDIT: The Association shall budget for and hire an independent auditor to review the Association's financials on a periodic basis not to exceed five years.

Policies on League Reimbursement, Expense Reimbursement, and Proration of Dues adopted 9-28-2017; combined and amended 9-27-2018; amended on 10-4-2022.

ARTICLE 6

Member Directory and Member Communications

The Association will maintain a directory of members on the website that includes all active members of the Association. The Association newsletter and recruitment information to the Association shall be provided just prior to the start of the fiscal year to all public officials of an eligible organization who serve in a chief executive capacity. All managers new to the state shall receive a letter from the President welcoming them and providing membership information.

Adopted 9-28-2017; Amended 9-27-2018.

ARTICLE 7

Coaching Program

Section 1. PURPOSE: The purpose of the Coaching Program shall be to create an opportunity to bring together a new member or member new to Oregon, with an experienced member. The experienced member, or Coach, provides assistance, advice, counsel and support to the new member. OCCMA has an affiliation with International City Managers Association (ICMA) who will assist the member to obtain a coach. Every effort will be made to obtain a coach who is also an Oregon manager.

Section 2. ASSIGNMENT OF COACHES:

1. Register on "CoachConnect" at <https://icma.org/icma-coaching-program>. You do not need to be a member of either ICMA or OCCMA to participate.
2. You will be invited to choose a prospective coach. Once completed, the system will connect coaches and prospects by email.

Section 3. OCCMA's Role. OCCMA will support the ICMA coaching program for its members by identifying adequate numbers of coaches who are familiar with being a manager in Oregon. Coaches will be appointed by the President, prior to and announced at the annual meeting. A minimum of 3 coaches will be appointed with an emphasis on diversity.

The association will also support the program by promoting the program to its membership. A web page will be created which points members to the ICMA coaching program and the association will write an article about the program in its magazine at least annually.

Adopted 9-28-2017; Amended 10-13-2020.

ARTICLE 8

ICMA Senior Advisor Program

Section 1. PURPOSE:

The purpose of the Oregon Senior Advisor Program is to provide the counsel, experience and support of respected, retired managers of the profession to city, county and COG chief administrators and to their chief assistants. The program is intended to primarily help with personal and professional issues of managers and not to provide any extensive form of technical assistance nor to solve substantive problems in a local government.

Section 2. APPOINTMENT OF SENIOR ADVISOR:

A. Qualifications

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.

B. Appointment Process

1. When there is a vacant Senior Advisor position created by a decision of the OCCMA Board declaring a vacancy as a result of the resignation or removal of an incumbent or a decision to increase the total number of Senior Advisor positions, notice of that vacancy will be given in the OCCMA Newsletter or by email to all members and/or through the OCCMA listserv.
2. Members shall have 30 days from the date of the notice to apply for the position or recommend a candidate to the OCCMA President. Potential candidates shall submit a letter of interest and a resume to the President. The final selection process shall be determined by the Board.
3. Initial appointments shall be made jointly by the President of OCCMA, with Board concurrence, and the Executive Director of the ICMA.
4. Reappointments do not require declaration of a vacancy and may be made by the President. Senior Advisors must continue to meet the program's qualifications in order to be considered for reappointment.

C. Terms of Appointment

1. The term of an initial appointment shall be one year.
2. After the first term, the Board will conduct a review to assess whether expectations are being met. Senior Advisors must continue to meet the program's qualifications in order to be considered for reappointment. Reappointment can be made for up to two years with a review conducted at least every two years.
3. At least 30 days before a review the membership shall be notified and may provide comments to the President.
4. ICMA, OCCMA Board or the Senior Advisor may terminate an appointment with written notification.

Section 3. SENIOR ADVISOR RESPONSIBILITIES:

- A. Make contact by phone, email or in person with each OCCMA or ICMA member and other local government chief administrators in the Senior Advisor's assigned region within one year of appointment as a Senior Advisor. Also, make contact within one month of receipt of notice of appointment of a new manager, assistant, chief administrator or COG director.
- B. Meet with members in the assigned region as frequently as possible. Meetings may take place at the manager's office, at OCCMA events, at regional managers' meetings, or any other venue that affords the Senior Advisor an opportunity to develop meaningful rapport with the individual manager.
- C. Contact members who are in transition within five days of learning of this development and as frequently thereafter as the situation indicates to assure the awareness of continued OCCMA support.
- D. Provide confidential counseling/support to all ICMA and OCCMA members on personal and professional issues when invited to do so by the member, within a 48-hour response time, if at all possible.
- E. Offer support in a private manner directly to members who may be experiencing problems with their elected officials, staff or community groups.
- F. Attend at least one meeting or social event annually of the managers' group within the Senior Advisor's assigned area, if possible.
- G. Attend meetings of the Board, OCCMA business meetings and other OCCMA sponsored events, as time permits.
- H. Refrain from direct or indirect public criticism of any member and uphold the standards of the profession as embodied in the ICMA Code of Ethics.
- I. Provide, at least quarterly, a statement of expenses to the Secretary-Treasurer (or designee) accompanied by a chronological report of activities to the President and ICMA Senior Advisor Coordinator.
- J. Contribute information for use in the OCCMA Newsletter.
- K. Encourage participation by members in OCCMA, ICMA, LOC and AOC activities.
- L. Provide support for the Council-Manager Plan when requested.
- M. Assist in recruitment of ICMA and OCCMA members and other joint activities and programs with ICMA when requested.
- N. Keep informed about current municipal affairs by reading *PM*, the LOC and ICMA newsletters and other publications.

Section 4. ANNUAL BUDGET:

Each year the Board shall consult with the Senior Advisors at the November Board meeting to determine eligible expenses and approve an annual budget for the Senior Advisor Program. ICMA will provide 50% reimbursement to the Association for eligible and budgeted Senior Advisor expenses. Any changes to the

budget shall be communicated to ICMA for approval by ICMA in accordance with the ICMA/OCCMA Sponsor Agreement.

Section 5. SENIOR ADVISOR EXPENSES:

- A. Senior Advisors ~~may shall~~ be reimbursed for certain expenses in fulfilling the responsibilities outlined in this policy as follows:
 - 1. Meeting with members within their assigned region.
 - 2. Attending membership meetings within their assigned region.
 - 3. Attending meetings of the association board or general membership and association sponsored events and conferences.
 - 4. Attending LOC Conferences.
 - 5. Attending AOC Conferences.
 - 6. Attending the Northwest Regional Managers Association Conference.
 - 7. Attending the ICMA Annual Conference when that conference is in the ICMA West Coast Region.
 - 8. Other activities as specifically requested by the Senior Advisor and approved by the Board.
- B. The following expenses are eligible for reimbursement:
 - 1. Mileage for private automobile travel at current IRS-approved rates for in state travel for business expenses.
 - 2. Hotel or motel accommodations at a conference hotel for a basic room, or at an amount that does not exceed the federally established Government Service Administration lodging per-diem rates (excluding local taxes) for the locality where the event or meeting is held.
 - 3. Actual expenses for meals in an amount not to exceed the federally established per-diem rate for the locality in which the meal was consumed at moderate prices and at meeting events.
 - 4. Registration fees unless waived by the hosting organization.
 - 5. Long distance telephone charges, postage, miscellaneous supplies and copying costs and similar expenses incidental to performing Senior Advisor duties.
 - 6. Coach/economy class airfare, airport parking, and ground transportation to and from the departure and destination airport, when traveling out-of-state and travel by air is least cost to the Association.
 - 7. Reimbursement shall not be provided for out-of-state travel (except for the Northwest Regional Managers Meeting, and the ICMA Annual Conference), unless authorized by the Board.
 - 8. Reimbursement for attendance at any event is subject to having adequate funding appropriated by the Board in the Senior Advisors' budget for the purpose.
- C. In accordance with the ICMA Senior Advisors Program Manual, complimentary registrations shall be provided to Senior Advisors as follows:
 - 1. The Association shall provide complementary registrations for the attending Association sponsored events.
 - 2. ICMA shall provide complementary registration for attending the ICMA Annual Conference.
- D. Procedure for Expense Reimbursement:
 - 1. Once a quarter Senior Advisors shall send the request for expense reimbursement along with a report of activity required in Section 3 to the OCCMA Secretary-Treasurer (or designee) for the preceding quarter.
 - 2. The OCCMA Secretary-Treasurer (or designee) shall authorize payment for expenses incurred by the Senior Advisor(s) in conformance with this policy and shall submit, at least quarterly, a request to ICMA for 50% reimbursement.

Section 6. OUTSIDE ACTIVITIES:

- A. Senior Advisors may engage in part-time consulting or comparable professional activities as private entities and/or sole proprietors. They may also engage in teaching, consulting, or interim services with state agencies, quasi-public entities, local governments or regional agencies. Such part-time activities shall be in accordance with ICMA Senior Advisor Guidelines. Senior Advisors shall advise the President before accepting any consulting agreement with a local government. In no instance shall a Senior Advisor accept a consulting assignment with a community without the expressed consent of the senior ICMA or OCCMA member at the same entity.
- B. Senior Advisors may engage in interim manager positions and shall notify the President before the acceptance of any such position. Such an assignment should not detract from the Senior Advisor's attention to his/her Senior Advisor responsibilities.
- C. Retired administrators who commercially advertise as consultants are not eligible for Senior Advisor appointment. Senior Advisors may be employed by a consulting firm on a part-time basis or as an independent contractor if the focus of the work is on providing technical expertise on individual projects and there is no responsibility for soliciting business or for client development/maintenance for purposes of future business.

Section 7. ASSISTANCE TO LOCAL GOVERNMENT IN RECRUITMENT OF A MANAGER/ADMINISTRATOR:

- A. Senior Advisor involvement in placement work for a local jurisdiction should be the exception rather than the rule as the main focus of the Senior Advisor Program is member support and advocacy of the Council-Manager Form and other forms of professionalism in local government management. Generally, placement work is best handled by a search firm or by the jurisdiction on their own, especially in cases where there are divided governing bodies or there are complex local issues. In cases where a jurisdiction lacks resources and seeks the assistance of the Senior Advisor Program in a placement process for the chief administrative officer, basic guidelines are presented below.
- B. Senior Advisor placement assistance to a local jurisdiction may include some or all of these items:
 - 1. Discussing the placement process with elected officials at public meetings. This includes the option for a jurisdiction to use a search firm.
 - 2. Providing information to the local governing body on the benefits of seeking an experienced public manager or assistant, preferably an ICMA member.
 - 3. Working with the local governing body on determining position requirements, KSAs (Knowledge, Skills, Abilities) and compensation.
 - 4. Working with the jurisdiction to prepare a position summary and advertisement based on local charter or code provisions.
 - 5. Review resumes and application materials and assist the local jurisdiction in developing a list of those applicants meeting the requirements set forth by the governing body. Note: if more than one Senior Advisor is involved with the application review process, the Senior Advisors should be aware of any restrictions in state law that might prohibit discussion outside the public meeting.
 - 6. Assist the local governing body in developing the interview process.
 - 7. At the request of the governing body, facilitate the selection of the finalists for interview. The local governing body is solely responsible for selection of finalists for interview purposes. This should be done in accordance with applicable state or local laws regarding open meetings.
 - 8. Assist the local governing body at the interview process but not participate in the actual interview.
- C. What the Senior Advisors SHOULD NOT do in a placement process are as follows:

1. Perform background checks on candidates.
2. Be involved in the selection of the candidate by the governing body.
3. If involved with a placement project for jurisdiction, offer to serve as or accept permanent appointment as chief administrative officer.
4. Be involved in negotiation of terms of employment for the selected candidate.

Section 8. SUPPORT FOR AND REVIEW OF SENIOR ADVISOR PROGRAM

- A. The Board shall serve as the Oversight Committee for the Senior Advisor Program and accepts by reference the ICMA Senior Advisor Program Guidelines.
- B. The Board shall enter into an agreement with ICMA for Joint Support of the Senior Advisor Program. In addition, the Board shall review this Statement of Policy and all aspects of the program at least every two years and shall meet with the Senior Advisors at the Spring or Summer conference to discuss the Senior Advisor Program. At least every two years there shall be a formal review and assessment of the performance of all parties in meeting their responsibilities and expectations.
- D. The President shall recognize the contributions of the Senior Advisor at the annual meeting of the association.

Adopted 9-28-2017; Amended 9-27-2018; Amended 10-04-2022.

ARTICLE 9

Policy Annex Attachments

Section 1. Article 13 “Indemnification” of the Oregon City/County Management Association Bylaws provides that a current summary of insurance coverage be included as part of the policy annex. The current certificate of coverage will suffice for this purpose. A change in insurance coverage or a new certificate of coverage, does not constitute a change of policy with the notice requirements as outlined in Article 6, Section 6 “Promulgation of Policies” of the Bylaws.

Section 2. Article 10, Section 3 “Financial Management” provides that the agreement for administration and financial support services with the League of Oregon Cities, or other qualified providers, be included in the policy annex.

Section 3. Any multiyear agreements, memorandums of understanding, affiliate agreements, or other similar types of agreements approved by the Board of Directors shall be attached in whole or as a summary in the policy annex. The Board’s approval of these types of agreements do not constitute a policy change, in accordance with Article 6, Section 6 “Promulgation of Policies”, and can be approved by majority vote at the meeting in which the agreement is introduced.

Adopted 9-27-2018.

ARTICLE 10

Managers in Transition

Section 1. MEMBERS IN TRANSITION: OCCMA provides that active members who have resigned or been removed from a position in local government, may retain Active Membership in accordance with Article 4 Section 2 of the Bylaws subject to provisions in the bylaws.

Section 2. OCCMA CONFERENCES AND TRAINING SESSIONS: Registration fees for conferences and training sessions offered by OCCMA will be waived for active members who are in transition at the time of registration for that OCCMA conference or event.

Section 3. TRAVEL AND LODGING STIPEND: Active members in transition who are appointed to an ICMA Committee may request reimbursement of travel expenses from the Board to attend meetings on behalf of OCCMA.

Section 4. SENIOR ADVISORS: Active members in transition will be contacted by a senior advisor upon notice of separation from their employer. A senior advisor will be assigned to contact the member in transition on a monthly basis to offer advice and guidance during the transitional time.

Section 5. COUNSELING SERVICES: OCCMA will provide up to three visits to a pre-selected counseling service for managers in transition.

Section 6. REPUTATION MANAGEMENT SERVICES: 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 to managers in transition.

Adopted 10-20-2021.

ARTICLE 11

OCCMA Rules for Enforcement of the ICMA's Code of Ethics

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.

- 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.

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.
 - 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 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 the letter will specify the action taken by the Board.

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 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.

Adopted 03-25-2022.

ARTICLE 12

OCCMA Scholarship Program

Section 1. Scholarship Committee

- A. **Purpose.** The Scholarship Committee shall be authorized to administer and grant scholarship funds in accordance with Board parameters established in this policy and within authorized funding, advise the Board on various scholarship issues including annual appropriation requests, pursue fundraising,

recommend to the Board adding or discontinuing scholarship programs and other related issues pertaining to scholarship programs.

- B. **Funding.** The board will allocate funding to established scholarship programs as part of the annual budget. The committee may ask the board for adjustments in funding during the fiscal year.
- C. **Annual Report.** The committee shall provide an annual report to the board for the annual board retreat of their activities during the course of the previous 12 months.
- D. **Accounting.** Funding appropriated by the Board and any contributed funds raised during the year shall be tracked separately for each established scholarship program. Any unspent funds will be carried over into the next the fiscal year for that program. The Board will authorize the amount that the committee can disperse in any given year in the approved budget.
- E. **Providing Notice.** The committee shall develop a process to ensure members are notified of the scholarship opportunity.
- F. **Establishing Award Criteria.** The committee will establish criteria to use when ranking applications.
- G. **Awarding Scholarships.** The committee shall be responsible for awarding scholarships.

Section 2. Scholarship Programs

- A. The Board will consider any recommendations from the committee regarding future scholarship programs. Any additions or deletions of programs will be addressed by amendment to this policy. Scholarship programs can be supported by annual funding or through endowed funds. Criteria for any endowed scholarship funds shall be approved by the Board.

Section 3. Charlie Henry Scholarship

- A. **Purpose.** Established to honor Charlie Henry's local government career and the 25 years he devoted to city management through volunteering as a "range rider" after his retirement. The Charlie Henry Scholarship provides scholarships to attend the OCCMA summer conference for the following OCCMA members:
 - 1. Active members
 - 2. Members in transition
 - 3. Affiliate members
- B. **Eligible Expenses.** Scholarship funds cover conference registration and if requested by the applicant reimbursement of lodging, travel, and meal expenses up to an amount determined by the Scholarship Committee.

Section 4. Roger Jordan Perpetual Training Scholarship

- A. **Purpose.** Established to honor Roger Jordan's distinguished service and outstanding contributions to professional management and mentorship of Oregon's local government managers. This scholarship fund is available to assist university students who are studying local government and are current members of the OCCMA in attending the OCCMA summer conference.
- B. **Eligible Expenses.** Scholarship funds cover conference registration, on-site meal expenses, lodging, and travel.

Adopted 10-04-2022.

ARTICLE 13
OCCMA Senior Advisor Program

Section 1. PURPOSE:

The purpose of the OCCMA Senior Advisor Program is to provide the counsel, experience and support of respected, retired managers of the profession to city, county and COG chief administrators and to their chief assistants and to the Association and other affiliated groups. This program is to compliment the ICMA Senior Advisor Program and to provide additional types of support from retired managers as defined by the OCCMA Board.

Section 2. ROLES OF OCCMA SENIOR ADVISORS:

- A. The Board may appoint OCCMA Senior Advisors to supplement the ICMA Senior Advisor Program. The OCCMA Senior Advisor shall follow the requirements as outlined in Article 8 of the Policy Annex as it relates to OCCMA. OCCMA Senior Advisors are not compensated by ICMA and do not have to meet the requirements specific to ICMA Senior Advisors.
- B. Alternative OCCMA Advisor roles to benefit OCCMA and its members may be created by the Board. A description of those responsibilities will be approved by the Board prior to providing notice to OCCMA members to fill these OCCMA Advisor Positions.

Section 3. APPOINTMENT OF OCCMA SENIOR ADVISORS:

A. Qualifications

- 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. Have an active phone number and email address.
- 6. Substantially retired and/or not engaged in a business that could create a conflict of interest.

B. Appointment Process

- 1. When an OCCMA Senior Advisor position is created by a decision of the OCCMA Board and a vacancy in this position exists, notice of that vacancy will be given in the OCCMA Newsletter or by email to all members and/or through the OCCMA listserv.
- 2. Members shall have 30 days from the date of the notice to apply for the position or recommend a candidate to the OCCMA President. Potential candidates shall submit a letter of interest and a resume to the President. The final selection process shall be determined by the Board.
- 3. Appointments shall be made by the OCCMA Board of Directors.
- 4. Reappointments do not require a declaration of a vacancy and may be made by the OCCMA Board of Directors provided the retired member continues to meet the program's qualifications in order to be considered for reappointment.

C. Terms of Appointment

- 1. The term of an initial appointment shall be one year.
- 2. After the first term, the Board will conduct a review to assess whether expectations are being met. OCCMA Senior Advisors must continue to meet the program's qualifications in order to be

considered for reappointment. Reappointment can be made for up to two years with a review conducted at least every two years.

3. At least 30 days before a review the membership shall be notified and may provide comments to the President.
4. The OCCMA Board or the OCCMA Senior Advisor may terminate an appointment with written notification.

Section 3. OCCMA SENIOR ADVISOR RESPONSIBILITIES:

- A. Participate in meetings with Oregon ICMA Senior Advisors.
- B. Attend meetings of the Board, OCCMA business meetings and other OCCMA sponsored events, as time permits.
- C. Refrain from direct or indirect public criticism of any member and uphold the standards of the profession as embodied in the ICMA Code of Ethics.
- D. Provide, at least quarterly, a statement of expenses to the Secretary-Treasurer (or designee) accompanied by a chronological report of activities to the President.
- E. Contribute information for use in the OCCMA Newsletter.
- F. Encourage participation by members in OCCMA, ICMA, LOC and AOC activities.
- G. Provide support for the Council-Manager Plan when requested.
- H. Keep informed about current municipal affairs by reading PM, the LOC and ICMA newsletters and other publications.

Section 4. ANNUAL BUDGET:

Each year the Board shall consult with the OCCMA Senior Advisors at the November Board meeting to determine eligible expenses and approve an annual budget for the OCCMA Senior Advisor Program. The Board shall establish a budget separate from the ICMA Senior Advisor Program.

Section 5. SENIOR ADVISOR EXPENSES:

- A. Senior Advisors may be reimbursed for certain expenses in fulfilling the responsibilities outlined in this policy as follows:
 1. Meeting with members within their assigned region.
 2. Attending membership meetings within their assigned region.
 3. Attending meetings of the association board or general membership and association sponsored events and conferences.
 4. Attending OCCMA Board Meetings.
 5. Attending LOC Conferences.
 6. Attending AOC Conferences.
 7. Attending the Northwest Regional Managers Association Conference.
 8. Other activities as specifically requested by the Senior Advisor and approved by the Board.
- B. The following expenses are eligible for reimbursement:

1. Mileage for private automobile travel at current IRS-approved rates for in state travel for business expenses.
2. Hotel or motel accommodations at a conference hotel for a basic room, or at an amount that does not exceed the federally established Government Service Administration lodging per-diem rates (excluding local taxes) for the locality where the event or meeting is held.
3. Actual expenses for meals in an amount not to exceed the federally established per-diem rate for the locality in which the meal was consumed at moderate prices and at meeting events.
4. Registration fees unless waived by the hosting organization.
5. Long distance telephone charges, postage, miscellaneous supplies and copying costs and similar expenses incidental to performing Senior Advisor duties.
6. Coach/economy class airfare, airport parking, and ground transportation to and from the departure and destination airport, when traveling out-of-state and travel by air is least cost to the Association.
7. Reimbursement shall not be provided for out-of-state travel unless authorized by the Board.
8. Reimbursement for attendance at any event is subject to having adequate funding appropriated by the Board in the Senior Advisors' budget for the purpose.

C. Procedure for Expense Reimbursement:

1. Once a quarter Senior Advisors shall send the request for expense reimbursement along with a report of activity required in Section 3 to the OCCMA Secretary-Treasurer (or designee) for the preceding quarter.
2. The OCCMA Secretary-Treasurer (or designee) shall authorize payment for expenses incurred by the Senior Advisor(s) in conformance with this policy and within budgeted allowances.

Section 6. OUTSIDE ACTIVITIES:

- A. Senior Advisors may engage in part-time consulting or comparable professional activities as private entities and/or sole proprietors. They may also engage in teaching, consulting, or interim services with state agencies, quasi-public entities, local governments or regional agencies. Such part-time activities shall be in accordance with ICMA Senior Advisor Guidelines. Senior Advisors shall advise the President before accepting any consulting agreement with a local government. In no instance shall a Senior Advisor accept a consulting assignment with a community without the expressed consent of the senior ICMA or OCCMA member at the same entity.
- B. Senior Advisors may engage in interim manager positions and shall notify the President before the acceptance of any such position. Such an assignment should not detract from the Senior Advisor's attention to his/her Senior Advisor responsibilities.
- C. Retired administrators who commercially advertise as consultants are not eligible for Senior Advisor appointment. Senior Advisors may be employed by a consulting firm on a part-time basis or as an independent contractor if the focus of the work is on providing technical expertise on individual projects and there is no responsibility for soliciting business or for client development/maintenance for purposes of future business.

Section 7 RECOGNITION

- E. The President shall recognize the contributions of the Senior Advisors at the annual meeting of the association.

OREGON CITY/COUNTY MANAGEMENT ASSOCIATION POLICY

ANNEX ATTACHMENTS

A. Required Attachments per Bylaws:

1. ARTICLE 13 of the Bylaws: Certificate of Insurance from C.I.S.
2. ARTICLE 10 Section 3. Financial Management: Contract for Services with the League of Oregon Cities.
Effective Date: July 1, 2021
Termination Date: June 30, 2024.

B. Board Agreements, Memorandum of Understandings, and Affiliate Agreements:

1. Affiliate agreements between ICMA and OCCMA:
Effective Date: July 19, 2019
Termination Date: Indefinite.
2. Joint support of the Senior Advisory Program with ICMA:
Effective Date: May 9, 2018
Termination Date: Indefinite.
3. Affiliate relation between the Alliance for Innovation and OCCMA:
Effective Date: May 1, 2018
Termination Date: April 30, 2019, but automatically renews unless a written notice is provided.
4. Contract between the OCCMA and the OLLG:
Effective Date: September 1, 2021
Termination Date: December 31, 2022
5. Contract between the OCCMA and Canopy Wellbeing:
Effective Date: February 1, 2022
Termination Date: February 1, 2023, but automatically renews unless written notice is provided.
6. ICMA Coaching Program:
Effective Date: January 1, 2022
Termination Date: December 31, 2024



OCCMA

**Oregon City/County
Management Association**

A State Affiliate of **ICMA**

To: OCCMA Board of Directors
From: Angela Speier, Project & Affiliates Manager
Date: July 14, 2023
Subject: Proposed Changes to the OCCMA Listserv Rules and Code of Conduct

As part of their 2023 Work Plan the OCCMA Board of Directors asked the Bylaws and Policy Committee to review the current listserv policy as it relates to ethics and make recommended amendments for the Board's review. The committee met on June 13 and is recommending the board adopt the changes attached.

Attachment:

1. Proposed changes to the OCCMA Rules and Code of Conduct

Recommended Motion:

I move to adopt the proposed changes to the OCCMA Listserv Rules and Code of Conduct.

Listserv Rules and Code of Conduct

The OCCMA listserv was established in the mid- 1990s as a means for professional support and information sharing between OCCMA members. The listserv is currently hosted by the League of Oregon Cities. A member of League staff acts as the ~~OCCMA~~ Association Manager. Policies are established by the OCCMA Board of Directors in consultation with our Association Manager.

Access to the listserv is provided to: active, affiliate, retired, honorary, students, and lifetime members of the Oregon City/County Management Association Constitution. For these members, access to the listserv is a privilege and not a right of membership. Failure to follow the Code of Ethics (ICMA or OCCMA) or listserv rules may result in sanctions up to and including removal from the listserv. Each listserv member/user are to follow strict and solid ethics and professional usage.

COURTESIES & COMMON SENSE (aka "THE RULES")

Use of Information and Materials: All information and materials shared on this listserv should be used in the spirit of Tenet 2 of the ICMA Code of Ethics: "Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant."

Forwarding listserv messages to outside parties should be done judiciously and within the spirit and intent of these rules and the ICMA Code of Ethics. Information on the listserv is "not confidential material" and maybe subject to public requests. Respecting others rights, privacy and opinions are to be maintained at all times and members should refrain from communicating or passing on information to another's elected officials and/or supervisors. If there is an ethic or illegal action please let the Association Manager know who will pass it on to the appropriate OCCMA individual as necessary or required.

Keep Your Posts Clean, Short and Succinct: When replying to a message, keep the part of the message you're responding to, and delete the unnecessary material. Keep them short and succinct!

Watch the Subject Line: When you post and the subject line no longer has any relevance in regard to your topic, please change it to reflect whatever you are talking about. For example, if the subject line reads "Re: COLAs" and the message has started talking about "Job Descriptions," change the subject line.

Prohibited Messages: Chain letters, urban legends and ~~virus warnings. Keep these limited to your private mail-outs only! Also prohibited:~~ messages with bias against a protected class, individuals, people, and group are prohibited.

Privacy: This is a restricted listserv. Use of the membership listserv for marketing or other purposes not related to the purposes of OCCMA is considered a serious violation of the Rules and may be subject to violations/penalties.

~~Professional Decorum~~ *Flaming and Mud-Slinging:* ~~Flaming, mud-slinging and bashing or A~~ attacking other listserv members is not allowed, directly or indirectly. Please allow everyone to speak their mind in a friendly and professional manner-way, and respect the fact that we can't all agree all of the time.

Off-Topic Posts: This listserv is about management of local government and professional support, sometimes our conversations stray off topic. If you are talking about anything that isn't related or is not about any specific topic/subject for the entire group, please be courteous and indicate that in the subject line by typing "OT" (off topic) in the subject line. ~~That way, those who wish to skip the off topic thread can~~

~~do so easily. Better yet, please~~ take it from the listserv and e-mail the person privately.

Questions: If a listserv member has any questions regarding this policy and how it might affect information contained in a post, ~~they he/she~~ should contact the President before posting the message.

Violations/Penalties: The President may impose sanctions on a member who violates the rules governing the use of the listserv ~~and the ICMA Code of Ethics~~. Sanctions may include, but are not limited to:

- Warning
- Reprimand
- Suspension of listserv privileges for up to 60 days
- Termination of listserv privileges

Appeal of Penalties: A person may appeal the imposition of a suspension or termination of ~~their his/her~~ listserv privileges by submitting a written notice of an appeal of the President's decision. Such appeal shall be sent to the OCCMA Association Manager at ~~1201 Court St. NE, Suite 200, P.O. Box 928, Salem, OR 97301 97308-0928~~. The appeal shall be heard by the OCCMA Executive Committee within 30 days of the receipt of the notice of appeal. The President shall not participate in the appeal hearing as a member of the Executive Committee and shall not vote. The President shall present such information as ~~they he/she~~ deems appropriate during the informal appeal hearing. The appellant shall present information and testimony regarding ~~their his/her~~ appeal of the President's imposition of penalties.

The Executive Committee, after the conclusion of its informal hearing, shall either sustain, modify, or reverse the President's imposition of penalties. The Executive Committee's decision shall be based on its findings relative to whether there has been a violation of the listserv rules and in the case it has found a violation, the reasonableness of any penalty imposed.

Reinstatement of Persons Whose Privileges Have Been Terminated: A member in good standing of OCCMA whose listserv privileges have been terminated may petition the Executive Committee of OCCMA for reinstatement no sooner than one year after the date the member's privileges were terminated. In the petition for reinstatement, the member shall indicate the reasons why the member should be considered for reinstatement and the member's commitment to abide by the rules governing the use of the listserv. It shall be solely at the discretion of the Executive Committee whether to reinstate a member's listserv privileges.

If you receive any other listserv related e-mail, privately or publicly, which you consider offensive or inappropriate, please bring it to the attention of the President or the Association Manager immediately to be dealt with accordingly.

Adopted: April 25, 2008 by the OCCMA Board of Directors

Revised : July 10, 2020 by the OCCMA Board of Directors

~~Revised – July 22, 2023 by the OCCMA Board of Directors~~



OCCMA

**Oregon City/County
Management Association**

A State Affiliate of **ICMA**

To: OCCMA Board of Directors
From: Lisa Trevino, LOC Member Engagement Director
Date: July 14, 2023
Subject: New Listserv

This memo intends to inform the OCCMA Board of Directors about an important update regarding your listserv service. OCCMA and other affiliates currently pay \$750 per year for listserv services through Lyrus. However, we have recently discovered a more cost-effective alternative that provides the same service at a significantly lower price. After careful consideration and evaluation, the LOC has decided to migrate to the new listserv service starting September 1, 2023.

This decision was made in light of the fact that Lyrus is hosted on a server that LOC no longer requires or utilizes. As a result, our previous IT support has informed us that they will charge us \$500 to maintain the server. The new listserv service, recommended by our new IT provider, offers comparable functionality and support but at an annual cost of less than \$100.

By transitioning to this new service, we anticipate substantial cost savings for OCCMA. To provide complete transparency, if OCCMA wishes to continue using the current server until January 2024, the cost would be \$2,000.

We believe it is prudent to make the switch sooner to avoid unnecessary expenses and take advantage of the cost savings offered by the new listserv service. We appreciate your ongoing support and cooperation as we work towards a smooth transition to the new listserv service.

Recommended Motion:

I authorize staff to proceed with switching listserv providers by September 1, 2023.



OCCMA

**Oregon City/County
Management Association**

A State Affiliate of **ICMA**

To: OCCMA Board of Directors
From: Angela Speier, Project and Affiliates Manager
Date: July 14, 2023
Subject: Senior Advisor Evaluations

To ensure the Senior Advisor Program is of high quality and of continuing value it is important to periodically review the performance of the providers. ICMA recommends that the state sponsor conduct a review of its program policy, the program's effectiveness, and the year's activity at least every two years. Each senior advisor will be asked to complete a self-evaluation. In addition, the membership will also be asked to respond to an electronic survey about their specific senior advisor and the program in general.

The last evaluation process was completed in 2021. Staff is seeking feedback from the board and the senior advisors regarding the process and the questions that are asked. Attached are the self-evaluation form and membership survey used in 2021. Rob Drake has been left off the form, because he has not served for a complete year.

Once the questions are finalized staff will give the advisors and the membership 30 days to complete the survey and present the results to the board during their October 11 meeting.

Attachments:

1. Senior advisor self-evaluation
2. Membership survey

OCCMA Senior Advisor Program Performance Review Self-Evaluation

Date Due: _____ Period of Review: _____

Senior Advisor Name: _____ Region: _____

1. Duties and Responsibilities: Provide a rating for each applicable expectation: (1) Met; (2) Did Not Meet; (3) N/A

- (a) Contacts or meetings with members in crisis/ Members in Transition (3) N/A
- (b) Attendance at Member Area Group Meetings (3) N/A
- (c) Contacts with new managers in my Area (3) N/A
- (d) Contacts with other members (3) N/A
- (e) Attendance at state wide sponsor meetings (3) N/A
- (f) Attendance at national and regional ICMA events (3) N/A
- (g) Participation in Senior Advisor Conference calls (3) N/A
- (h) Timely reports (3) N/A
- (i) Participation / attendance at other events for members in my Area (3) N/A
- (j) Maintaining awareness of resources for members (3) N/A
- (k) Maintaining general knowledge of current issues facing local Governments and members (3) N/A
- (l) Other: _____

2. Overall Performance Rating: (3) N/A

3. What I am doing that I believe makes me an effective Senior Advisor and that I plan to continue?

4. What do I plan to change to be more effective?

5. What can be done by OCCMA and ICMA to help me and to make the Senior Advisor program more effective?

Senior Advisor

Date

OCCMA Performance Evaluation

I agree. Check ☐.

I suggest the following for improved performance. Check ☐.

Steve Powers, City Manager, Salem
2021 OCCMA President

Date

Attachment 2

OCCMA Senior Advisor Program Evaluation

Have you heard of the OCCMA Senior Advisor Program?

- ☐ Yes
- ☐ No
- ☐ Unsure

Who is your local senior advisor?

- ☐ Dan Bartlett
- ☐ Sheila Ritz
- ☐ Dave Waffle
- ☐ David Clyne
- ☐ Dave Kanner
- ☐ Gary Milliman

Answer the following questions about your local senior advisor.

	Highly Satisfactory	Satisfactory	Neutral	Unsatisfactory	Highly Unsatisfactory	N/A	Not Sure
At member area group meetings							
At OCCMA-sponsored events like the summer conference							
At ICMA-sponsored events like the annual conference							
In one-on-one meetings							
To me as a member in crisis or a member in transition							

Answer the following questions about the senior advisor program as a whole.

I use the following services provided by senior advisors:

	Frequently (1x/year)	Periodically (as needed)	I do not use these services	Unsure
Contract Negotiation				
Information resources (Ex. Council-manager form of government)				
Advice as a member in crisis				
Advice as a member in transition				
Information about OCCMA				
Information about ICMA				

Other: _____

Please select the degree to which you agree with the following statements.

	Agree	Neutral	Do Not Agree	N/A	Unsure
OCCMA's Senior Advisor Program supports me in my current position.					
I find the senior advisor reports included in OCCMA's quarterly newsletter helpful.					



OCCMA

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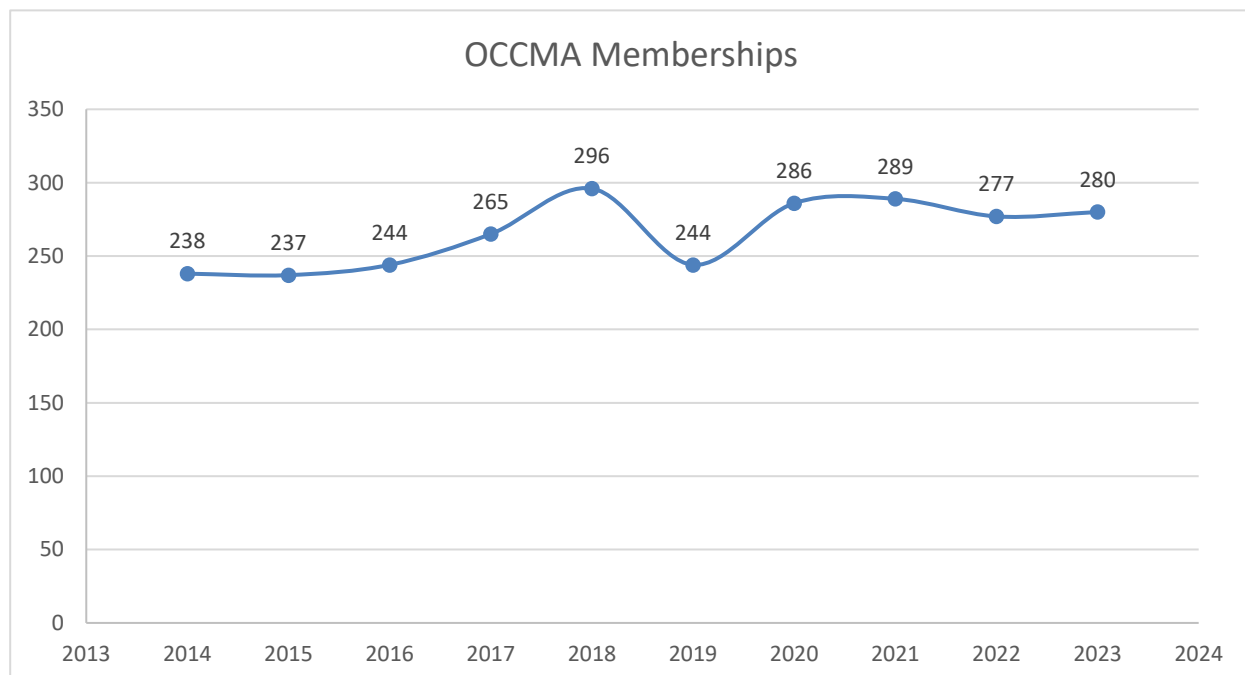
A State Affiliate of ICMA

To: OCCMA Board of Directors
From: Angela Speier, Project & Affiliates Manager
Date: July 17, 2023
Subject: Membership Report

As of July 17, 2023, OCCMA has received 242 applications for membership (excluding Lifetime and Honorary members). The specific breakdown between membership classifications and how the numbers are comparing to 2021 and 2022 membership totals is below. OCCMA has received \$50,446.62 in dues revenue to date with only one outstanding membership.

	2021	2022	2023
Active	179	186	199
Affiliate	25	21	15
Cooperating	4	7	8
Honorary	2	2	2
Lifetime	36	36	36
Retired	34	15	11
Student	6	9	7
Managers in Transition	3	1	2
Total	289	277	280

The figure below shows the total membership since 2014 including honorary and lifetime members.





OCCMA

**Oregon City/County
Management Association**

A State Affiliate of **ICMA**

To: OCCMA Board of Directors
From: Angela Speier, Project & Affiliates Manager
Date: July 14, 2023
Subject: August 31 OCCMA Board Meeting

Staff would like to schedule the virtual August 31 board meeting and would like the board to determine the best time. This meeting will be to review the Nominating Committee's recommended slate of candidates for the 2024 OCCMA Board of Directors and the appointed position on the LOC Board of Directors.



OCCMA

**Oregon City/County
Management Association**

A State Affiliate of **ICMA**

To: OCCMA Board of Directors
From: Angela Speier, Project & Affiliates Manager
Date: July 14, 2023
Subject: OCCMA Board of Directors Work Plan Check-in

The OCCMA Board of Directors developed the attached 2023 Work Plan during their Annual Retreat in November. At that time the board requested staff place the work plan on its July agenda to monitor the board progress on accomplishing the work plan items.

Attachments:

1. 2023 Work Plan – with status updates



2023 WORK PLAN

OUR MISSION

Our mission is to support and energize our members and the profession in order to foster responsible, responsive local government with the objective of improving the sustainability and livability of Oregon communities.

OUR STRATEGIC GOALS

Our Strategic Plan has four goals which reflect our Mission:

- A. Cultivate diversity inclusion and a sense of belonging within OCCMA's membership and governance structure.
- B. Provide professional development opportunities to our members.
- C. Support our members in the profession.
- D. Promote and expand membership.
- E. Promote civic education and effective local government.

OCCMA carries out its Mission through programs and special activities conducted by the Board and a number of standing committees.

CORE BELIEFS

1. PUBLIC SERVICE: including the stewardship of democratic principles and the efficient and transparent use of public resources;
2. ETHICS: as the core of professionalism in local government leadership and management as outlined in the ICMA Code of Ethics;
3. COUNCIL/MANAGER FORM OF GOVERNMENT AND PROFESSIONAL MANAGEMENT: as the preferred local government structure;
4. EQUITY AND INCLUSION: ensuring that local governments are inclusive and mirror the diversity in communities;
5. THE CONTINUOUS PURSUIT OF EXCELLENCE: including professional development, life-long learning, networking, capacity building, knowledge sharing, and engagement;
6. STEWARDSHIP: balancing resources including people, financial, social capital, and environmental so that communities are better than we found them;
7. LEADERSHIP: developing leadership capacity and attracting and developing future generations of leaders; and
8. CIVILITY: promote social interactions in which people demonstrate and maintain respect for one another even when they disagree.

WORK PLAN

OCCMA carries out its Mission through programs, support services, and special activities conducted by the Board and a number of standing and ad hoc committees, with administrative support from the League of Oregon Cities. On January 27, 2023 the Board of Directors adopted a work plan for 2023. The letters in parentheses reference the goals(s) related to that work item. The 2023 OCCMA Work Plan is as follows:

A. OCCMA Board

A.1 Promote the council/manager form of government by creating a League of Oregon Cities conference workshop or program on the council/manager form of government. (C).

Status: this will be incorporated into the joint mayor and city manager fall workshop.

A.2 Conduct an inventory of existing regional manager meetings and explore establishing regional meetings in parts of the state that are currently not served by regional manager groups and look at possibly utilizing the small cities network to assist with this effort (C).

Status: this has not been started.

A.3 Develop and provide OCCMA branded items for use in promoting the benefits and membership in OCCMA. (D).

Status: this has not been started.

A.4 Develop a relationship with the Oregon Association of Chiefs of Police (OACP). (C).

Status: this has not been started to my knowledge.

A.5 Develop a relationship with the Coalition of School Administrators to help with the implementation of SB 513. SB 513 was approved during the 2021 legislative session requires a half-credit course on civics to get a diploma. (E).

Status: in-progress the Civic Education Committee has made a connection with OSBA.

A.6 Present the OCCMA Toolkit to the LOC Board of Directors. (E).

Status: this has not been scheduled.

B. Nominating Committee

B.1 Recruit a diverse slate of candidates for the Board and president-elect reflective of the OCCMA community. (A).

Status: recruitment in progress.

B.2 Develop a bylaws amendment to ensure the Nominating Committee considers the following factors when they are recruiting and considering appointments to the board:

- Race;
- Gender;
- Tenure;
- Size of communities served; and
- Geographic areas served throughout their career. (A).

Status: board is reviewing recommended changes to the bylaws and if approved they will go before the membership in October.

C. Ethics Committee

C.1 Educate members about the ethics policy and review complaints in accordance with the policy. (C).

Status: see ethics committee update in packet.

D. Support for Managers Committee

D.1 Regularly promote senior advisor services and encourage members and non-members to avail themselves of these services. (C).

Status: continue to promote the program in the newsletter.

D.2 Welcome newly appointed managers to the Association with a welcome package. (C, D).

Status: staff has been sending the welcome packet to new city managers.

E. Bylaws Committee

E.1 Develop written guidelines for scheduling billing and collection of dues by OCCMA. (C).

E.2 Review the potential amendment from the Nominating Committee to amend the selection criteria to the board. (A).

E.3 Review the listserv policy as it relates to ethics and make recommended amendments. (C).

E.4 Amend the bylaws to include an additional director to the OCCMA Board of Directors. (A).

Status: all items completed pending board review.

F. Audit Committee

F.1 Review the policy annex to ensure policies are matching practices. (D).

Status: new language is included in the bylaws update.

G. Professional Development Committee

G.1 Utilize the PDC guidelines as a basis for conference planning in 2023, and review and revise the policy guidelines to reflect operational best practices for future conference planning. (B).

Status: has not been started.

G.2 Provide an opportunity at the conference to promote ethical local government management based on the ICMA Code of Ethics and Oregon Government Ethics. (B).

Status: session scheduled at the conference.

G.3 Work with county managers to consider the development of a proposed county track of training opportunities at the conferences. (B).

Status: this was not completed for the 2023 summer conference.

G.4 Collaborate with the DEI Committee to develop sessions and focus on the utilization of diverse and inclusive professionals to present at our conferences and engage with OCCMA. (A,B).

Status: session is scheduled at the conference.

G.5 Work with the ICMA Student Chapter at PSU to bolster student membership in OCCMA. (B).

Status: six students applied for scholarships to attend the conference.

G.6 Collaborate with OLLG and NWWLA to develop sessions for the OCCMA Summer Conference. (A,B).

Status: session scheduled at the conference.

G.7 Begin planning the 2024 NW Regional Managers Conference. (B).

Status: work will begin after the summer conference.

G.8 Solicit ideas for workshop and conference session topics from the OCCMA membership. (B).

Status: we can do this for the NW Regional Conference. The Pro-D committee brainstormed ideas for the summer conference.

G.9 Add professional reading recommendations to the website. (B,C).

Status: this has not been started.

H. Diversity, Equity, and Inclusion Committee (ad hoc)

H.1 Clarify and re-commit to including DEI topics at every conference and newsletter and work to spotlight the equity lens in every topic. (A, B).

H.2 Data collection – collect current demographic information about OCCMA membership and beyond. What are the demographics of Oregon city managers, assistants and potentially city recorders and where are they and their organizations in leading DEI. This could be a combined research and survey project that looks at basic demographics and asks a few simple questions about leadership in this work. An example could be from Santa Clara County and a project that was presented at ICMA as part of the Equity cohort's final presentation. There could also be an opportunity to collaborate or utilize ELGL diversity dashboard. (A).

H.3 Listening session follow up – Based on what we learn from the survey, offer a couple of listening session drop ins to better understand and support our membership. (A).

H.4 Highlight and build on work of other state associations – Recognize that many local government staff are participating in associations that are doing excellent work on diversity, equity and inclusion. The committee would like to engage with a few of those to see where it can support and not re-create existing resources. A good example is the Oregon Recreation and Parks Association. (A).

H.5 Cultivate a welcoming and sense of belonging in profession and at our events – Consider looking at the COG's around the state and how they are the front door for OCCMA and new and emerging leaders. Continue more structured dinners and social activities at OCCMA events. (A).

H.6 Encourage recruitment of more diverse senior advisors. Go beyond call for applications to direct calls and asks. (A).

H.7 To explore and help facilitate land acknowledgement statements for conferences and board meeting if meaningful to the tribe. (A).

Status: DEI Committee Liaison will report on progress.

I. Communications Committee (ad hoc)

I.1 Produce a quarterly newsletter with articles on ethics, promotion of professional development opportunities, and diversity, equity and inclusion initiation opportunities for the profession, including a list of regional managers' meetings and contacts for those groups. Use the newsletter and other media to promote positive images of city events and other creative ways to bring communities together (B,C).

Status: 2 quarters published.

I.2 Review the content and design of the OCCMA website. (C).

Status: this has not been started.

I.3 Consider making the Communications Committee a formal standing committee. (B).

Status: included in bylaws update, pending board approval.

I.4 Promote the Civic Education Toolkit and the ICMA Dues Structure. (E).

Status: awaiting toolkit playbook and article written on dues structure in the 1st quarter newsletter.

I.5 Define the purpose of the Communications Committee and whether it should be focusing on inward or outward communication. (E).

Status: this has not been started.

J. Northwest Women's Leadership Academy (ad hoc)

J.1 Continue to support and grow the relationship with NWWLA. (A, B, D).

Status: in progress.

J.2 Work with the Professional Development Committee to design a session at the summer conference. (B).

Status: session included in the conference.

K. Oregon Latinos in Local Government (OLLG)

K.1 Build the relationship with OLLG and evaluate other opportunities to engage with OCCMA. (A, B, D).

Status: in progress.

K.2 Work with the Professional Development Committee to design a session at the summer conference. (B).

Status: OLLG will be providing the membership with an update at the conference and will help to develop content during a session at the LOC Annual Conference.

L. Civic Education Committee (ad/hoc)

L.1 Update tools, resources, and information in the Civic Education Toolkit for OCCMA members when they are educating newly elected officials, the community (i.e. chamber of commerce and civic classes), and future local government employees about local government and what city managers do. (C,E).

Status: See Civic Education Committee update.

L.2 Develop a presentation guide to promote the Civic Education Toolkit to OCCMA members. (C,E).

Status: See Civic Education Committee update.

L.3 Develop a presentation template for OCCMA members to share the Civic Education Toolkit with local schools, civic groups, and future local government leaders. (C,E).

Status: See Civic Education Committee update.

L.4 Develop and promote civics with local schools. (C,E).

Status: See Civic Education Committee update.

L.5 Survey members to see how the committee can improve the Civic Education Toolkit. (C,E).

Status: completed, results have been shared with the committee.

M. Scholarship Committee

M.1 Create a defined scholarship program with eligible uses, percentage matches, and rules for selection. (A,B).

Status: developed pending board approval.

M.2 Explore the expansion of the scholarship program to allow funds to be used for ICMA training programs. (A,B).

Status: developed pending board approval.

M.3 Promote the scholarships for NWWLA and OLLG members to attend OCCMA conferences. (A,B).

Status: scholarships shared with all OCCMA membership.

N. Develop a Retired Senior Manager Corp.

N.1 To promote the ICMA Coaching and Credentialing Programs. (C).

Status: work has not started.

O. Veteran's Committee (ad/hoc)

O.1 To evaluate the interest in creating a Veteran's in Local Government Affiliate Group. (C).

Status: board approved on April 25.



OCCMA

**Oregon City/County
Management Association**

A State Affiliate of **ICMA**

To: OCCMA Board of Directors
From: Andy Varner, Communications Committee Chair
Date: July 12, 2023
Subject: Communications Committee Report

The Committee had another brief and sparsely attended meeting this quarter on June 27. My kudos to the individuals dedicated to communicating! We filled out the storyboard with enough interesting content for the 3rd quarter newsletter.

We will feature a few stories focused on revenues. One will explore some of the local income tax policy actions happening in Salem and Eugene, and what that holds for other cities. Another will focus on lessons learned on passing (or failing to pass) local option levies in this era of inflation and property tax-induced GF pressures. And finally, an article to explore where law enforcement ticketing revenue goes, and how that may differ in various jurisdictions.

We'll have another update on the spectacle that was the legislative session, a summer conference recap, and a spotlight article on the ICMA President-Elect Tanya Ange.

The issue will round out with an article on the new City Manager of Amity, promo of City Hall Selfie Day, a City Spotlight on Energy Trust partnerships in a couple coastal cities, and all the other fantastic articles and event recaps. Articles are due August 15.

Thanks to Angela, as always, for the coordination and corralling!



OCCMA

**Oregon City/County
Management Association**

A State Affiliate of **ICMA**

To: OCCMA Board of Directors
From: Zoe Mombert, Ethics Committee Chair
Date: July 14, 2023
Subject: Ethics Committee Report

The Ethics Committee has not met this year. OCCMA has received one complaint and the committee is expected to meet later in the year to review the complaint.

ICMA Code of Ethics is [available here](#).



OCCMA

**Oregon City/County
Management Association**

A State Affiliate of **ICMA**

To: OCCMA Board of Directors
From: Rachael Fuller, OCCMA Board Member
Date: July 6, 2023
Subject: NWWLA Committee Update

On June 2, the Northwest Women's Leadership Academy (NWWLA) graduated its 5th cohort! Nineteen (19) women were recognized and presented with a certificate of completion and an inspirational book. The cohort met a total of 5 times, starting with a two-day kick-off retreat in Bend and sessions included topics such as DEI, land use planning, human resources, community engagement, and process improvement. In addition, at each session we had a life and leadership segment where we invited women leaders to come speak to the cohort about their journey and lessons learned.

With this last cohort, the NWWLA has graduated about 120 women. We are currently soliciting nominations for our 6th cohort. Nominations are due August 1st and should be emailed to nwwla@occma.org. For more information about the coming year and how to nominate someone from your organization, please visit occma.org/nwwla.

NWWLA appreciates the ongoing support from the OCCMA board and City Managers across the state, including those who came to the graduation in June.



OCCMA

**Oregon City/County
Management Association**

A State Affiliate of **ICMA**

To: OCCMA Board of Directors
From: Zoe Mombert, Civic Education Ad/Hoc Committee
Date: July 14, 2023
Subject: Civic Education Committee Report

The Committee met on June 16 to review the survey responses regarding the OCCMA Tool Kit and finalize the plan to update the toolkit and develop materials to help members use the resources. The committee is pleased to have Portland State University Masters of Public Administration Student Pau Thang working with the Committee to enhance the toolkit and develop a “playbook” to help OCCMA members use the resource in their community. Thang will be at the OCCMA Conference, and he will present his work at a future board meeting once his work is farther along.



OCCMA

**Oregon City/County
Management Association**

A State Affiliate of **ICMA**

To: OCCMA Board of Directors
From: Angela Speier, Project & Affiliates Manager
Date: July 14, 2023
Subject: Scholarship Committee Update

The OCCMA Scholarship Committee received 14 requests for scholarships to attend the 2023 OCCMA Summer Conference. The requests came from six students and eight professional staff. Four scholarship recipients were unable to attend the conference, including two professional staff and two students.

The scholarships covered the following items:

- Registration fees for ten individuals;
- Lodging costs for seven individuals;
- Travel expenses for five individuals; and
- Food per diems for three individuals.