

CONTRACT FOR SERVICES

PREAMBLE

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

RECITALS

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

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

WHEREAS, on March 19, 2021 the OCCMA Board approved entering into an agreement with the LOC whereby the LOC shall provide services as described herein to OCCMA; and

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

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

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

Section 1.1. Financial Services.

- 1.1.1 Maintain the OCCMA's financial records in accordance with the practices and procedures set out by the OCCMA and its audit committee.
- 1.1.2 Assist as necessary the OCCMA's audit committee in the preparation of the annual financial statements.
- 1.1.3 Provide financial statements and provide a report to the OCCMA at Board meetings and at other times as requested.

- 1.1.4 Manage the OCCMA's accounts payable.
- 1.1.5 Manager the OCCMA's accounts receivable.
- 1.1.6 Assist the OCCMA Secretary-Treasurer in preparing and filing required tax forms.
- 1.1.7 Develop a proposed annual budget in consultation with the OCCMA President-Elect for approval and adoption by the OCCMA Board of Directors.
- 1.1.8 Attend OCCMA Board meetings to assist the OCCMA Secretary-Treasurer in presenting financial information to the rest of the OCCMA Board of Directors.

Section 1.2. OCCMA Board and Membership Meetings.

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

Section 1.3. Conferences. The parties agree that both will play a role in the creation and production of OCCMA-sponsored conference. The OCCMA will be responsible for all costs associated with the below services. LOC shall not enter into or sign any contractual agreement for conference facility rental, catering, AV/WIFI rental, or hotel room rate guarantees until the same has been approved by the OCCMA Board of Directors. The LOC will be responsible for providing the following work.

- 1.3.1 Manage the conference budgets as developed by the OCCMA and reconcile the conference budget after all invoices and expenses have been recorded and completed within 180 days of the end of each conference.
- 1.3.2 Handle all funds and management expenses related to the conferences.
- 1.3.3 Set up conference registration by using an existing LOC system.
- 1.3.4 Submit invitations to conferences to OCCMA members.
- 1.3.5 Track conference registrations.
- 1.3.6 Securely process registration funds for conferences, including accounting for

merchant and interchange fees (credit card, etc.).

- 1.3.7 Send registration confirmations, email follow-ups, etc.
- 1.3.8 Source appropriate meeting and function space including venue negotiations and contract execution.
- 1.3.9 Hotel room negotiations and contract execution (if different from venue).
- 1.3.10 Catering contract execution (if different from venue).
- 1.3.11 Provide logistical support to the OCCMA professional development committee.
- 1.3.12 Process speaker registrations and ensure all speakers are registered.
- 1.3.13 Greet and manage speakers at conferences.
- 1.3.14 Coordinate, record, and provide archiving service for speaker presentations.
- 1.3.15 Coordinate conference publications (print or electronic).
- 1.3.16 Manage on-site setup of conferences.
- 1.3.17 Negotiate contracts for AV and WIFI.
- 1.3.18 Serve as on-side liaison with AV and technical suppliers.
- 1.3.19 Negotiate and obtain liability insurance.
- 1.3.20 Track and coordinate conference sponsorships.
- 1.3.21 Track and coordinate conference scholarships.
- 1.3.22 Generate certificates of attendance for LGMC purposes.
- 1.3.23 Administer and collect results from satisfaction surveys.

1.4. Newsletter.

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

1.5. Database, Listserv, and Website.

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

1.6. Membership Support.

- 1.6.1 Coordinate annual membership drive.
- 1.6.2 Coordinate and assist with OCCMA committees.
- 1.6.3 Coordinate the Senior Advisor Program.
- 1.6.4 Coordinate with the International City/County Management Association.

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

- 1.7.1 Maintain the financial records, provide quarterly financial statements, and manage accounts payable/receivable related to the NWWLA.
- 1.7.2 Provide recruitment support, as agreed to after collaborating with the NWWLA Chair, for the NWWLA. This may include, but not inherently be limited to: collecting applications; providing application materials to selection sub-committee for review; and, communicating with applicants on selection decisions.
- 1.7.3 Provide marketing support, as agreed to after collaborating with the NWWLA Marketing/Communications Sub-Committee, for the NWWLA. This may include, but not inherently be limited to: updating website content and managing the NWWLA contact database.
- 1.7.4 Provide administrative support, in consultation and collaboration with the NWWLA Chair, and/or Sub-Committee Chairs, to coordinate planning calls for steering committee and session planning committee meetings. This may include, but not inherently be limited to: creating meeting agendas; recording and distributing meeting minutes; and, filing appropriately.

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

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

- 1.8.1 Manage the conference budgets as developed by the OCCMA and reconcile the conference budget after all invoices and expenses have been recorded and completed within 180 days of the end of the conference.
- 1.8.2 Handle all funds and management expenses related to the conference.
- 1.8.3 Set up conference registration by using an existing LOC system.
- 1.8.4 Submit invitations to the conference to the OCCMA membership via the website and/or listserv and/or quarterly newsletter and work with the Washington City/County Management Association staff to distribute invitations to their members.
- 1.8.5 Track conference registrations.
- 1.8.6 Securely process registration funds for the conference, including accounting for merchant and interchange fees (credit card, etc.).
- 1.8.7 Send registration confirmations, email follow-ups, etc.
- 1.8.8 Source appropriate meeting and function space including venue negotiations and contract execution.
- 1.8.9 Hotel room negotiations and contract execution (if different from venue).
- 1.8.10 Catering negotiations and contract execution (if different from venue).
- 1.8.11 Provide logistical support to the OCCMA professional development committee.
- 1.8.12 Process speaker registrations and ensure all speakers are registered.

- 1.8.13 Greet and manage speakers at the conference.
- 1.8.14 Coordinate, record, and provide archiving service for speaker presentations.
- 1.8.15 Coordinate conference publications (print or electronic).
- 1.8.16 Manage on-site setup of the conference.
- 1.8.17 AV and WIFI negotiations and contract execution.
- 1.8.18 Serve as on-site liaison with AV and technical suppliers.
- 1.8.19 Negotiate and obtain liability insurance.
- 1.8.20 Track and coordinate conference sponsorships.
- 1.8.21 Track and coordinate conference scholarships.
- 1.8.22 Generate certificates of attendance for LGMC purposes.
- 1.8.23 Administer and collect results from satisfaction surveys.

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

Section 2.1. Services Described in Sections 1.1 – 1.6. The OCCMA agrees to pay the LOC a flat fee of Twenty-Five Thousand Dollars (\$25,000.00) for each year of the Contract with a 3% adjustment each year for the services described in Sections 1.1 – 1.6 of this Contract.

- 2.1.1 The fee shall be paid annually to cover the cost of personnel expenses incurred by the LOC in providing services to the OCCMA.
- 2.1.2 Payment shall be made monthly, with 1/12 of the total annual amount due paid by the 15th of each month subject to this Contract.

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

- 2.2.1 The fee shall be paid annually to cover the cost of personnel expenses incurred by the LOC in providing services to the NWWLA.
- 2.2.2 Payment shall be made monthly, with 1/12 of the total amount due paid by the 15th of each month subject to this Contract.

- 2.2.3 If a LOC staff person is required to spend more than 15 hours working on an in-person NWWLA event, and for any hour a LOC staff person is required to attend a NWWLA event, the OCCMA, on behalf of the NWWLA, will reimburse the LOC at a rate of thirty dollars (\$30.00) per hour for each hour worked.

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

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

- 2.4.1 Hard costs associated with conferences including but not limited to: facility rental, catering, equipment rental, and liability insurance.
- 2.4.2 Any paper copies made by the LOC shall be billed to the OCCMA at a rate of 10 cents per page.
- 2.4.3 Any postage paid by LOC on behalf of the OCCMA shall be billed to the OCCMA at the actual cost incurred.
- 2.4.4 Any printing costs paid by the LOC on behalf of the OCCMA shall be billed to the OCCMA at the actual cost incurred.
- 2.4.5 Any travel expenses incurred by the LOC administrative support person who is requested to attend an OCCMA conference in person shall be billed to the OCCMA for the following:
- 2.4.5.1 Reimbursement for mileage at the current federal Internal Revenue Service rate;
 - 2.4.5.2 Hotel expenditure; and
 - 2.4.5.3 Reimbursement for food at the current per diem rate established by the General Services Administration for the state of Oregon.
- 2.4.6 Any travel expenses incurred by an LOC administrative support person who is requested to attend an NWWLA conference in person shall be billed to the OCCMA for the following:

2.4.6.1 Reimbursement for mileage at the current federal Internal Revenue Service rate;

2.4.6.2 Hotel expenditure; and

2.4.6.3 Reimbursement for food at the current per diem rate established by the General Services Administration for the state of Oregon.

2.4.6.4 Expenses incurred under Sections 2.4.6.1 – 2.4.6.3 have to be pre-approved by the NWWLA Chair in order for the OCCMA to be required to pay said expenses.

2.4.7 Any travel expenses incurred by no more than four LOC administrative support persons who are requested to attend a Northwest Regional Managers Conference in person shall be billed to the OCCMA for services outlined below. In no instance shall the OCCMA be expected to pay the travel expense incurred by the LOC's Executive Director.

2.4.7.1 Reimbursement for mileage at the current federal Internal Revenue Service rate.

2.4.7.2 Hotel expenditure; and

2.4.7.3 Reimbursement for food at the current per diem rate established by the General Services Administration for the state of Oregon.

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

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

Section 4. General Terms and Conditions.

Section 4.1. Obligations. Neither party is, by virtue of this Contract, a partner or joint venture in connection with activities carried out under this Contract and shall have no obligation with respect to the other party's debts or any other liability or obligation of the

other party of whatever kind or nature except as set forth in Paragraphs 4.2 and 4.3 of this Contract.

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

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

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

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

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

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

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

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

Section 5. Effective Date and Term. This Contract shall be effective as of July 1, 2021, and shall be in effect until June 30, 2024, unless sooner terminated by the parties as provided for in this Contract.

The Oregon City/County Management Association



Steve Powers
OCCMA President

April 21, 2021

Date of OCCMA Signature

The League of Oregon Cities



Mike Cully
LOC Executive Director

May 11, 2021

Date of LOC Signature