



## OMA Board of Directors Meeting

April 24, 2024 | 7:00 pm - 9:00 pm

Running Y Resort | 5500 Running Y Road, Klamath Falls, OR 97601 | The  
Lodge Board Room, Mezzanine of Hotel

Zoom

<https://us02web.zoom.us/j/81588301337?pwd=YXl1NUhDRnMzVnAzBGVvYVF4K0FGUT09>

Meeting ID: 815 8830 1337 | Passcode: 142098 | Dial in: +1 (253) 215-8782

### AGENDA

<b>A. Welcome (Rod Cross)</b> .....	-
<b>B. Consent Calendar* (Rod Cross)</b> .....	-
1. Minutes of the January 31, 2024 OMA Board of Directors Meeting .....	02
2. Current Financial Report .....	07
3. Transactions by Vendor .....	09
4. 2024 OMA Committees .....	10
<b>C. Approve Contract with the League of Oregon Cities* (Angela Speier)</b> .....	13
<b>D. 2024 Summer Conference, Registration Fees* (Rod Cross)</b> .....	29
<b>E. OCF Grant Request – New Mayors Training (Henry Balensifer)</b> .....	-
<b>F. Membership Update (Angela Speier)</b> .....	30
<b>G. OMA Newsletters (Rod Cross)</b> .....	31
<b>H. Committee Updates</b>	
1. Student Contest Committee .....	35
2. Mayors Leadership Award Committee* .....	37
3. Conference Planning Committee .....	44
4. Bylaws Committee .....	45
5. Nominating Committee .....	59
6. Resource Committee .....	60
<b>I. Other Business (Rod Cross)</b> .....	-
<b>J. Adjournment (Rod Cross)</b> .....	-

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



OMA Board of Directors Meeting  
January 31, 2024 | 12:00 p.m.

Virtual

**MINUTES**

**Voting Board Members:**

**Rod Cross**, President– Present  
**Henry Balensifer III**, President-Elect-  
Present (*arrived at 12:10 pm*)  
**Teri Lenahan**, Past President – Present  
**Chas Jones**, Director – Present (*arrived  
at 1:12 pm*)

**Rich Mays**, Director – Present  
**Meadow Martell**, Director – Excused  
**Tom Vialpando**, Director – Present  
**Tamie Kaufman**, Director – Present  
**Cathy Clark**, Director – Present

**Non-voting Board Member:** Patty Mulvihill, Secretary/Treasurer - Present

**Staff:** Angela Speier, LOC Project & Affiliates Manager

**Other:** Mayor Carol Westfall, Klamath Falls

**A. Welcome**

President Cross welcomed members and called the meeting to order at 12:02 pm.

**B. Consent Calendar**

*It was moved by Mayor Kaufman and seconded by Mayor Vialpando to approve the consent calendar as presented. There was no discussion and the motion passed unanimously (6-0). (6 Yes [Cross, Lenahan, Vialpando, Clark, Mays, and Kaufman]; 0 No; 0 Abstain; 3 Absent [Martell, Balensifer, and Jones]).*

**C. 2024 Annual Summer Conference**

Mayor Cross welcomed Mayor Westfall and the board reviewed the draft conference schedule listed in the staff report. He also welcomed ideas from the board regarding session topics and finding a keynote speaker. He has been trying to coordinate with the Governor’s Office, but that will require flexibility, because they can’t commit to attending until approximately 2-3 weeks prior to the conference. The committee will need to find a back-up keynote that will already be in attendance and flexible in case Governor Kotek is available.

The board discussed recent court cases, but it will likely be too early for the Supreme Court decision in the Grants Pass case. Patty Mulvihill said there could be a session on general court updates like last year. Another suggestion was a session on creating citizen academies. The speakers could create a blueprint for mayors to take back to their communities. The panel should



include both small and large communities. Mayor Clark said Keizer created youth liaison positions for each of their committees and commissions. The board also discussed having a session on housing and getting an update on what has been accomplished under the Governor's Executive Order. The session could delve into what is working in communities of all sizes as well as an update on the housing production strategy after the short legislative session. Mayor Kaufman said the conference should not just focus on supportive and affordable housing, but all realms of housing, because every level of housing needs help. OHCS and/or Hayden Homes could be a speaker. Need to discuss what works and what doesn't work. Newberg built workforce housing recently through a consortium that involved the city and SEDCOR. Mayor Balensifer stressed the need for upgraded infrastructure to support housing development.

The board discussed the state agencies they would like to see in attendance, including Business Oregon, the Infrastructure Finance Authority, Oregon Health Authority, and Water Resources Department. The board discussed sending a survey to conference attendees about what questions they would like state agencies to answer and then sharing those questions with the state agencies before.

Staff ran through the draft program listed in the packet. Mayor Balensifer volunteered to help with the breakout session at the airport. The mayors would like to invite state agency directors and staff from regional solutions to the conference.

**D. 2024-25 Elected Essentials Draft Programming**

The board discussed the elected essentials programming and the idea of holding roundtable discussions during the lunch hour. The mayors, councilors, and staff would break out into their respective groups and discuss issues impacting them. This would allow board members to meet new mayors and answer questions they may have before they hold their first council meeting. Mayor Clark said she would like to see a similar structure to the new mayor's training from last time. President Cross would like to send the handbook, presentation, and top 25 survival tips to new mayors as soon as they are elected. Encourage people to come with questions before the training. President Cross encouraged board members to attend the trainings in their region.

**E. Adopt 2024 Budget**

Angela Speier reviewed the changes to the proposed budget at the December meeting.

*It was moved by Mayor Kaufman and seconded by Mayor Balensifer to adopt the 2024 Budget as presented. There was no discussion and the motion passed unanimously (7-0). (7 Yes [Cross, Lenahan, Balensifer, Vialpando, Clark, Mays, and Kaufman]; 0 No; 0 Abstain; 2 Absent [Martell and Jones]).*



#### **F. Appointment to 2024 OMA Committees**

The board reviewed the volunteer applications located in the meeting packet and approved the following committee appointments.

##### **Conference Planning Committee**

- Mayor Rod Cross, Toledo
- Mayor Michael Preedin, Sisters
- Mayor Tamie Kaufman, Gold Beach
- Mayor Steve Callaway, Hillsboro
- Mayor Christine Morgan, Canyonville
- Mayor Carol Westfall, Klamath Falls
- Mayor Candance Solesbee, Cottage Grove
- Mayor Meadow Martell, Cave Junction
- Mayor Rich Mays, The Dalles
- Mayor Susan Wahlke, Lincoln City

##### **Mayor's Leadership Award Committee**

- Mayor Cec Koontz, Monmouth
- Mayor Michael Preedin, Sisters
- Mayor Tamie Kaufman, Gold Beach
- Mayor Christine Morgan, Canyonville
- Mayor Jim Trett, Detroit

##### **Nominating Committee**

- Mayor Teri Lenahan, North Plains
- Mayor Steve Callaway, Hillsboro
- Mayor John McArdle, Independence
- Mayor Cec Koontz, Monmouth
- Mayor Michael Preedin, Sisters

##### **Student Contest Selection Committee**

- Mayor Steve Callaway, Hillsboro
- Mayor John Hughto, Malin
- Mayor Alex Johnson II, Albany
- Mayor Cathy Fallon, Cascade Locks
- Mayor Tom Vialpando, Vale
- Mayor Cathy Clark, Keizer
- Mayor Pam VanArsdale, Rogue River
- Mayor Meadow Martell, Cave Junction

##### **Constitution and Bylaws Committee**

- Mayor Henry Balensifer, Warrenton
- Mayor Terry Baker, Phoenix



- Mayor Rod Cross, Toledo
- Mayor Julie Fitzgerald, Wilsonville
- Mayor Cec Koontz, Monmouth

### **Resource Committee**

- Mayor Henry Balensifer, Warrenton
- Mayor Julie Fitzgerald, Wilsonville
- Mayor Tonya Graham, Ashland
- Mayor Alex Johnson II, Albany
- Mayor Tamie Kaufman, Gold Beach
- Mayor Hilary Malcomson, Lafayette
- Mayor Rich Mays, The Dalles
- Mayor Michael Preedin, Sisters
- Mayor Pam VanArsdale, Rogue River
- Mayor Tom Vialpando, Vale
- Mayor Susan Wahlke, Lincoln City

### **G. Appointment to LOC Policy Committees**

LOC Executive Director Patty Mulvihill reviewed the appointment process for the LOC policy committees and noted the OMA can choose to have a representative on each of the policy committees. The OMA Board of Directors recommended appointing Mayor Charles McNeily, Rockaway Beach to the Finance and Taxation Committee. Mayor Mays volunteered to serve on the Community Development Policy Committee. Mayor Balensifer volunteered to serve on the Water and Wastewater Policy Committee. The OMA Board would also like to appoint the mayors listed in the staff report as the OMA representative to the various committees.

### **H. Review Proposed Changes to the LOC Contract for Services**

The contract between the OMA and the LOC expires on June 30, 2024. The board reviewed the proposed changes to the contract which will be approved at the April 24 meeting. Staff wanted to ensure the board had ample time to review the contract and ask any questions prior to the April meeting. The board discussed the changes to the contract and how the 5 percent annual increase would impact their dues structure. The board discussed how special projects would be addressed in this contract such as the Homelessness Taskforce. Staff explained there could be a special assessment of dues to support that type of work. The board discussed the Homelessness Taskforce and how their goals are no different from the LOC goals and how they could serve as a resource for the LOC Board of Directors to help them accomplish their priorities.

### **I. 2024 Membership Drive**

Staff provided an update on the 2024 membership drive and asked the board to reach out to the mayors in their region that have yet to complete an application.



**J. OMA Newsletters**

Staff reviewed the production timeline for the 1<sup>st</sup> Quarter OMA Newsletter. Mayor Clark said the Women’s Caucus has been discussing ways to equip people for running for office. The board would like to see this article in the 2<sup>nd</sup> Quarter Newsletter. Mayor Clark suggested an article related to tips for communication strategies and managing social media, something like top ten ways to get the word out for your events. Mayor Clark said she can reach out to Mayor Beaty and Mayor Lenahan suggested asking her about her work related to women’s leadership.

**K. Board Member Orientation**

Staff will schedule a separate meeting next week for the orientation.

**L. Other Business**

None.

**M. Adjournment**

Mayor Cross adjourned the January 31, 2024 meeting at 1:47pm.

**APPROVED** by the Oregon Mayors Association Board of Directors on April 24, 2024.

Respectfully submitted by:

Angela Speier,  
LOC Project and Affiliates Manager

# Oregon Mayors Association

## Budget vs. Actuals: Budget FY 24 - FY24 P&L

January - December 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
<b>Income</b>				
4-4001 Membership Dues	29,771.00	29,000.00	771.00	102.66 %
4-4660 Silent Auction Scholarships		6,000.00	-6,000.00	
4-4661 LOC Foundation Scholarships		1,200.00	-1,200.00	
4-4700 OMA Spring Workshop		2,000.00	-2,000.00	
4-4753 Fall Workshop	2,523.60	5,000.00	-2,476.40	50.47 %
4-4754 Summer Conference		28,000.00	-28,000.00	
4-4760 Mayor's Sponsors		20,000.00	-20,000.00	
<b>General Fund</b>				
Beginning Cash		52,441.00	-52,441.00	
Beginning Scholarship Fund		18,866.00	-18,866.00	
<b>Total General Fund</b>		<b>71,307.00</b>	<b>-71,307.00</b>	
<b>Total Income</b>	<b>\$32,294.60</b>	<b>\$162,507.00</b>	<b>\$ -130,212.40</b>	<b>19.87 %</b>
<b>GROSS PROFIT</b>	<b>\$32,294.60</b>	<b>\$162,507.00</b>	<b>\$ -130,212.40</b>	<b>19.87 %</b>
<b>Expenses</b>				
<b>4-5000 Cost of Events</b>				
4-5012 New Mayor Training		650.00	-650.00	
<b>4-5301 OMA Summer Conference</b>				
4-5302 Summer Conference LOC Staff Expenses/Fees		2,000.00	-2,000.00	
4-5304 Summer Conference Activity Fees		1,000.00	-1,000.00	
4-5307 Venue Rental	2,000.00	6,000.00	-4,000.00	33.33 %
4-5308 Food and Beverage		40,000.00	-40,000.00	
4-5309 Hotel Expenses		500.00	-500.00	
4-5313 Speakers		1,000.00	-1,000.00	
4-5314 Postage / Printing		650.00	-650.00	
4-5390 Conference Scholarships		8,000.00	-8,000.00	
<b>Total 4-5301 OMA Summer Conference</b>	<b>2,000.00</b>	<b>59,150.00</b>	<b>-57,150.00</b>	<b>3.38 %</b>
<b>4-5350 Spring Workshop Expenses</b>				
4-5357 Spring Workshop Venue Rental		200.00	-200.00	
4-5358 Spring Workshop Food & Beverage		1,500.00	-1,500.00	
4-5359 Hotel Expense		500.00	-500.00	
4-5360 Speaker Fees		1,000.00	-1,000.00	
<b>Total 4-5350 Spring Workshop Expenses</b>		<b>3,200.00</b>	<b>-3,200.00</b>	
<b>4-5400 Fall Workshop</b>				
4-5404 Venue Rental		500.00	-500.00	
4-5405 Food and Beverage		5,500.00	-5,500.00	
4-5406 Hotel Expenses	990.00	1,000.00	-10.00	99.00 %
4-5407 Speakers Fall Workshop	382.50	1,000.00	-617.50	38.25 %
<b>Total 4-5400 Fall Workshop</b>	<b>1,372.50</b>	<b>8,000.00</b>	<b>-6,627.50</b>	<b>17.16 %</b>
<b>Total 4-5000 Cost of Events</b>	<b>3,372.50</b>	<b>71,000.00</b>	<b>-67,627.50</b>	<b>4.75 %</b>
<b>4-6000 Operating Expenses</b>				
4-6013 Directory/OMA App	5,500.00	6,000.00	-500.00	91.67 %

# Oregon Mayors Association

## Budget vs. Actuals: Budget FY 24 - FY24 P&L

January - December 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
4-6017 LOC Services		27,500.00	-27,500.00	
4-6018 Mayor's Board Expense	208.75	5,000.00	-4,791.25	4.18 %
4-6023 Mayor's Contest		3,800.00	-3,800.00	
4-6025 Miscellaneous	407.10	1,000.00	-592.90	40.71 %
4-6028 Newsletter	-810.27		-810.27	
4-6030 Postage	104.12	500.00	-395.88	20.82 %
4-6031 Copy, Fax, Printing		100.00	-100.00	
4-6033 Supplies / Marketing		1,000.00	-1,000.00	
4-6040 WEB	2,511.60	2,600.00	-88.40	96.60 %
4-6041 Listserv	175.00	350.00	-175.00	50.00 %
4-6042 Insurance		500.00	-500.00	
4-6043 LOC Associate Membership		650.00	-650.00	
4-6044 Miscellaneous Board Travel Expense		0.00	0.00	
4-6050 Contingency	3,900.00	5,000.00	-1,100.00	78.00 %
<b>Total 4-6000 Operating Expenses</b>	<b>11,996.30</b>	<b>54,000.00</b>	<b>-42,003.70</b>	<b>22.22 %</b>
Melio Credit card fee	58.50		58.50	
<b>Total Expenses</b>	<b>\$15,427.30</b>	<b>\$125,000.00</b>	<b>\$ -109,572.70</b>	<b>12.34 %</b>
<b>NET OPERATING INCOME</b>	<b>\$16,867.30</b>	<b>\$37,507.00</b>	<b>\$ -20,639.70</b>	<b>44.97 %</b>
<b>NET INCOME</b>	<b>\$16,867.30</b>	<b>\$37,507.00</b>	<b>\$ -20,639.70</b>	<b>44.97 %</b>



# Oregon Mayors Association

## Transaction List by Vendor

January - April, 2024

DATE	TRANSACTION TYPE	NUM	MEMO/DESCRIPTION	ACCOUNT	AMOUNT
<b>CivicPlus LLC</b>					
02/01/2024	Bill Payment (Check)	2266	Annual website renewal	4-1001 Checking	-2,503.60
<b>Clowder, LLC</b>					
03/20/2024	Bill Payment (Check)	2268	Annual directory/app expense	4-1001 Checking	-5,500.00
<b>Foster Garvey</b>					
01/29/2024	Bill Payment (Check)	2263	Payment to Fall Workshop Speaker	4-1001 Checking	-266.25
<b>LOC</b>					
01/29/2024	Bill Payment (Check)	2264	Credit card fees: Hotel expenses for Annual Conference, listserv email archive, Dec. board meeting treats, ID protection for website	4-1001 Checking	-1,602.12
03/25/2024	Bill Payment (Check)	2269	Deposit for 2025 conference venue	4-1001 Checking	-5,900.00
<b>Melio</b>					
02/01/2024	Bill Payment (Check)	2267	Check fees	4-1001 Checking	-1.50
03/22/2024	Bill Payment (Check)	2270		4-1001 Checking	-1.50



To convene, network, train, and empower Mayors

**TO:** OMA Board of Directors

**FROM:** Angela Speier, OMA Staff Liaison & LOC Project & Affiliates Manager

**SUBJECT:** 2024 OMA Committees

**DATE:** April 17, 2024

During its January 31, 2024 meeting the OMA Board of Directors established its committee rosters for this calendar year. Below is a list of committees as established.

### **Conference Planning Committee**

This committee plans the annual summer conference while also awarding scholarships for members to attend the conference. For 2024, the Conference Planning Committee is comprised of:

- Mayor Steve Callaway, Hillsboro
- Mayor Rod Cross, Toledo
- Mayor Tamie Kaufman, Gold Beach
- Mayor Meadow Martell, Cave Junction
- Mayor Richard A. Mays, The Dalles
- Mayor Christine Morgan, Canyonville
- Mayor Michael T. Preedin, Sisters
- Mayor Candace Solesbee, Cottage Grove
- Mayor Susan Wahlke, Lincoln City
- Mayor Carol Westfall, Klamath Falls

### **Mayors Leadership Award Committee**

This committee reviews nominations for and determines recipients of the Mayors Leadership Award. For 2024, the Mayors Leadership Award Committee is comprised of:

- Mayor Tamie Kaufman, Gold Beach
- Mayor Cecelia Koontz, Monmouth
- Mayor Christine Morgan, Canyonville
- Mayor Michael T. Preedin, Sisters

- Mayor Jim Trett, Detroit

### **Nominating Committee**

This committee reviews applications for and recommends a slate of candidates for the 2025 OMA Board of Directors. For 2024, the Nominating Committee is comprised of:

- Mayor Steve Callaway, Hillsboro
- Mayor Cecelia Koontz, Monmouth
- Mayor Teri K. Lenahan, North Plains
- Mayor John McArdle, Independence
- Mayor Michael T. Preedin, Sisters

### **Student Contest Selection Committee**

This committee is responsible for determining the statewide winners of the If I Were Mayor Contest. For 2024, the Student Contest Selection Committee is comprised of:

- Mayor Steve Callaway, Hillsboro
- Mayor Cathy Clark, Keizer
- Mayor Cathy Fallon, Cascade Locks
- Mayor John Hughto, Malin
- Mayor Alex D. Johnson, II, Albany
- Mayor Meadow Martell, Cave Junction
- Mayor Pam VanArsdale, Rogue River
- Mayor Tom Vialpando, Vale

### **Constitution & Bylaws Committee**

The committee is responsible for reviewing and proposing changes to the OMA's governing documents. For 2024, the Constitution & Bylaws Committee is comprised of:

- Mayor Terry L. Baker, Phoenix
- Mayor Henry Balensifer III, Warrenton
- Mayor Rod Cross, Toledo
- Mayor Julie Fitzgerald, Wilsonville
- Mayor Cecelia Koontz, Monmouth

### **Resource Committee**

This committee assists the OMA Board of Directors in fulfilling its responsibilities to serve as a resource and point of contact for new Oregon mayors. In 2022, they developed a new mayor orientation program that was hosted in conjunction with the LOC's Elected Essentials training program. For 2024, the Resource Committee is comprised of:

- Mayor Henry Balensifer, Warrenton
- Mayor Julie Fitzgerald, Wilsonville
- Mayor Tonya Graham, Ashland
- Mayor Alex D. Johnson II, Albany
- Mayor Tamie Kaufman, Gold Beach
- Mayor Hilary Malcomson, Lafayette
- Mayor Richard A. Mays, The Dalles
- Mayor Michael T. Preedin, Sisters
- Mayor Pam VanArsdale, Rogue River
- Mayor Tom Vialpando, Vale
- Mayor Susan Wahlke, Lincoln City



**To convene, network, train, and empower Mayors**

**TO:** OMA Board of Directors

**FROM:** Angela Speier, OMA Staff Liaison & LOC Project & Affiliates Manager

**SUBJECT:** Approve Contract with the League of Oregon Cities

**DATE:** April 17, 2024

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

**Attachments:**

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

**Recommended Motion**

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

# Attachment 1

## CONTRACT FOR SERVICES

### PREAMBLE

THIS CONTRACT is made and entered into by and between the Oregon Mayors Association (OMA), an unincorporated association of persons who hold the office of mayor in Oregon cities; and the League of Oregon Cities (LOC), a consolidated department of Oregon cities.

### RECITALS

WHEREAS, OMA has the purpose to increase the knowledge and ability of persons serving in the position of mayor in Oregon cities; promote the exchange of information and ideas among mayors; provide opportunities for mayors of Oregon cities to meet and discuss special functions of the office of mayor; provide strong, collective efforts for influencing state programs and legislation; further the programs and objectives of the LOC by functioning as an affiliate group within LOC; and to provide any other service approved by the OMA 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 OMA;

WHEREAS, on \_\_\_\_\_, the OMA Board approved entering into a contract with LOC whereby LOC shall provide services as described herein to OMA; and

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

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

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

#### Section 1.1. Financial Services.

- 1.1.1. Maintain OMA's financial records in accordance with the practices and procedures set out by OMA, provided the accounting software used by the OMA shall be the same software the LOC uses to maintain its own financial records.
- 1.1.2. Manage OMA's accounts payable, in a system and through a process that works within the LOC's own financial accounting software and processes.
- 1.1.3. Manage OMA's accounts receivable and collections, in a system and through a process that works within the LOC's own financial accounting software and processes.
- 1.1.4. Assist the OMA Secretary-Treasurer in preparing and filing required tax forms.
- 1.1.5. Develop a proposed annual budget.

~~1.1.6. Attend OMA Board meetings to present financial information to the OMA Board of Directors.~~

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

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

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

- 1.3.1. Manage the conference and workshop budgets as developed by OMA and reconcile the conference budget after all invoices and expenses have been recorded and completed within 180 days of the end of each conference.
- 1.3.2. Handle all funds and management expenses related to the conferences and workshops.
- 1.3.3. Set up conference and workshop registration using an existing LOC system.
- 1.3.4. Submit invitations to conferences and workshops to OMA members.
- 1.3.5. Track conference and workshop registrations.
- 1.3.6. Securely process registration funds for conferences and workshops, including accounting for merchant and interchange fees (credit card, etc.).
- 1.3.7. Send registration confirmations.
- 1.3.8. Solicit and secure appropriate meeting and function space.
- 1.3.9. Negotiate and execute contracts for hotel rooms (if different from venue).

- 1.3.10. Execute catering contracts (if different from venue).
- 1.3.11. Provide logistical support to the OMA Conference Planning Committee.
- 1.3.12. Process speaker registrations and ensure all speakers are registered.
- 1.3.13. Greet and manage speakers at conferences and workshops.
- 1.3.14. Coordinate, record and provide archiving service for speaker presentations.
- 1.3.15. Coordinate conference and workshop publications (print and/or electronic).
- 1.3.16. Manage on-site setup of conferences and workshops.
- 1.3.17. Negotiate contracts for A/V and WI-FI.
- 1.3.18. Serve as on-site liaison with A/V and technical suppliers.
- 1.3.19. Track and coordinate conference and workshop sponsorships that have been solicited and secured by OMA. LOC staff are not responsible for securing sponsors for OMA LOC-conferences and events, finding and securing sponsors is the sole responsibility of the OMA.
- 1.3.20. Track and coordinate conference and workshop scholarships to be awarded by OMA.
- ~~1.3.21. Generate certificates of attendance for LGMC purposes.~~
- 1.3.22<sup>1</sup>. Administer and collect results from satisfaction surveys.

#### 1.4. Newsletter.

- 1.4.1. Provide coordination, graphic design, and production support for quarterly OMA newsletters.

#### 1.5. Database, Listserv and Website.

- 1.5.1. ~~Maintain the OMA membership database and publish an annual membership directory. By February 15 of each year, the OMA will advise the LOC as to the desired format of the Directory: electronic, paper, and/or a combination of both. The OMA membership database is maintained on its App, with the App having the capacity to synch with LOC's membership software, iMIS. As long as the OMA maintains its membership database on its current App, and the App remains compatible with iMIS, LOC agrees to maintain the membership database on behalf of the OMA.~~
- 1.5.2. Host and maintain the OMA listserv. ~~If, during the term of this Contract, the OMA chooses to move to, or add to its portfolio, some other communication or networking medium, the parties agree to work cooperatively together to find a mutually acceptable medium that provides the OMA with the services it requires while ensuring the LOC is capable of administering the medium and the new medium does not require the LOC to spend significantly more time serving as the~~



~~OMA's administrative agency then it reasonably anticipated when it executed this Contract.~~

1.5.3. Maintain the OMA website.

1.6. Membership Support.

1.6.1. Coordinate annual membership drive using existing LOC systems.

1.6.2. Send monthly membership renewal reminders between December and February.

1.6.3. Invoice OMA members within 2-weeks of receipt of membership paperwork.

1.6.4. Provide membership updates to the OMA Board at regularly scheduled board meetings.

~~1.6.5. Coordinate and assist with up to 10 OMA committees.~~

1.7 OMA Committees. The parties agree that the LOC will provide staff support, with the type of support being provided specifically described below, to the following OMA Committees. Both parties acknowledge that the LOC will not provide support to any Committee, Subcommittee, Taskforce, or other work group not specifically identified in this Section 1.7, nor will it provide support to any subcommittee of subgroup of an identified Committee within this Section 1.7.

1.7.1 Committees Covered by this Contract.

1.7.1.1. Bylaws Committee. It is the intent of both parties that the Bylaws Committee will be convened no more than once every three years – if the committee is convened more than once every three years, the LOC reserves the right to decline providing service, of any kind, to this committee. The committee was last convened in calendar year 2021.

1.7.1.2. Conference Planning Committee.

1.7.1.3. Mayor's Leadership Committee.

1.7.1.4. Mayor's Homelessness Taskforce. Both parties agree that the Taskforce's work in calendar year 2023 was outside of what either party would have reasonably been considered to be a covered service under the contract between the OMA and LOC at the time. In the event the Taskforce seeks to engage in similar work and initiatives as ~~that~~ done in 2023 while this Contract is in effect, the parties agree that the OMA will be required to compensate the LOC for the additional work. Compensation levels will be agreed upon by the parties prior to the work being undertaken, if an agreement cannot be reached, the LOC's assistance to the Taskforce will be limited solely to scheduling meetings, ~~preparing~~ meeting notices, and taking minutes of meetings – substantive work product will not be produced by the LOC.

[1.7.1.5 Nominating Committee.](#)

[1.7.1.6 Student Contest Selection Committee.](#)

[1.7.1.7 Resource Committee.](#)

[1.7.2.12. Prepare agenda, notices, and written materials for each virtual meeting staffed by the LOC.](#)

#### 1.78 Miscellaneous Services

1.7.1. Negotiate and obtain general liability insurance.

1.7.2. Provide ethics reports to OMA Board members.

**Section 2. Payment for Services.** ~~OMA agrees to pay LOC a flat fee of Twenty-Five Thousand Dollars (\$25,000) for each year of the Contract with a either a 3% increase or by an increase matching the percentage increase in the Consumer Price Index as issued by the Bureau of Labor Statistics of the United States Department of Labor for the state of Oregon, whichever rate is lower, each year. The fee will cover all of LOC's services provided in Section 1 above. The fee shall be paid annually to cover the cost of personnel expenses incurred by LOC in providing services to the OMA. Payment shall be made monthly, with 1/12 (\$2,083.33 for the first year) of the total annual amount due paid by the 15<sup>th</sup> of each month subject to this Contract. In the event OMA requests and authorizes work by LOC staff not identified in Section 1, OMA shall reimburse LOC for such staff time at a rate that will reimburse the LOC at an hourly rate that captures the annual total cost of staffing compensation divided by 2080 hours. In addition to the annual fee, the OMA shall be financially responsible for the following:~~

~~A. Hard costs associated with conferences including but not limited to facility rental, catering, equipment rental, and liability insurance.~~

~~B. Any paper copies made by LOC shall be billed to the OMA at a rate of 10 cents per page.~~

~~C. Any postage paid by LOC on behalf of the OMA shall be billed to the OMA at the actual cost incurred.~~

~~D. Any printing costs paid by LOC on behalf of the OMA shall be billed to the OMA at the actual cost incurred.~~

~~E. Any travel expenses incurred by an LOC administrative support person who is requested to attend an OMA meeting or conference in person shall be billed to the OMA for the following:~~

~~a. Reimbursement for mileage at the current federal Internal Services rate;~~

~~b. Hotel expenditure; and~~

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

~~Actual costs incurred for website hosting.~~

The OMA agrees to pay the LOC as follows.

Section 2.1. Services Described in Section 1.1 – 1.8. The OMA agrees to pay the LOC the following flat fees for the services described herein.

2.1.1. For the contract period beginning on July 1, 2024 and ending on December 31, 2024, the OMA shall pay the LOC a flat fee of \$13,750.00.

2.1.2. For the contract period beginning on January 1, 2025 and ending on December 31, 2025, the OMA shall pay the LOC a flat fee of \$28,875.00

2.1.3. For the contract period beginning on January 1, 2026 and ending on December 31, 2026, the OMA shall pay the LOC a flat fee of \$30,319.00.

2.1.4. For the contract period beginning on January 1, 2027 and ending on December 31, 2027, the OMA shall pay the LOC a flat fee of \$31,835.00.

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

2.1.6. Payment shall be made annually, with the amount due no later than March 1.

Section 2.2. Hard Costs. In addition to the annual fee described in Section 2.1, the OMA shall be financially responsible for the following.

2.2.1. Hard costs associated with conferences and workshops including but not limited to: facility rental, catering, equipment rental, and liability insurance.

2.2.2. Any postage paid by LOC on behalf of the OMA shall be billed to the OMA at the actual cost incurred.

2.2.3. Any printing costs paid by the LOC on behalf of the OMA shall be billed to the OMA at the actual cost incurred.

2.2.4. Any travel expenses incurred by the LOC Projects & Affiliates Manager and Conference Coordinator when attending any in-person OMA conference or workshop shall be billed to the OMA for the following:

2.2.4.1. Reimburse for mileage at the current federal IRS rate.

2.2.4.2. Hotel expenditure.

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

Section 2.3. Work Not Described in Contract. In the event the OMA request work by LOC staff not identified in Sections 1.1 – 1.8, excluding the caveat noted in relation to the Homelessness Taskforce in Section 1.7.1.4, and the LOC’s Executive Director or Member Engagement Director to provide such work to the OMA, the OMA 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.** OMA grants LOC’s Executive Director, ~~or the Executive Director’s designee~~the Projects and Affiliates Manager, and the Member Engagement Director, signature authority for purposes of signing any contracts or documents necessary to facilitate LOC’s responsibilities under this Contract. ~~The appointment of the Executive Director’s designee shall be subject to OMA Board’s approval.~~ The Executive Director, or the Executive Director’s designee, shall provide a written report to the OMA Board at each OMA Board meeting for all contracts and documents executed on behalf of the OMA 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 OMA has granted signature authority to LOC’s Executive Director or designee pursuant to Section 3 of this contract.

Section 4.3. Hold Harmless, Indemnification, Defense. OMA agrees to hold harmless, indemnify, and defend 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 OMA or its officers, subcontractors, or agents resulting from the event, or any connection to this Contract. LOC agrees to hold harmless, indemnify, and defend OMA 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 or 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. LOC shall be entitled to compensation for services performed up to the date of termination.

~~Section 4.5. Negotiation Period. Assuming neither party wishes to terminate the Contract as outlined in Section 4.4 above, both parties agree to commence negotiations on a new Contract no later than April 1, 2024, for purposes of discussing the terms and conditions of a renewal or extension of the original term. If an agreement cannot be reached between the parties before June 30, 2024, and the parties remain committed to a Contract renewal or extension and are actively engaged in good faith negotiations, over said renewal or extension, the original Contract may be extended, under all its present terms and conditions, for a period that may not exceed December 31, 2024.~~

Section 4.65. 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 4.67. 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, by the OMA Board and confirmed in writing by a representative of each party. LOC's representative shall be its Executive Director and OMA's representative shall be its President.

Section 4.78. Assignability. Except as provided herein, this Contract is not assignable by LOC, either whole or in part, unless LOC has obtained prior written consent of OMA. LOC may subcontract for OMA's graphic design services including, but not limited to, graphic design services necessary for quarterly OMA newsletters referenced in section 1.4.1.

Section 4.89. 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 4.910. Conditions. As a condition precedent to LOC's performance under the Contract, OMA shall maintain its status as an affiliate member with LOC. Nothing in this Contract shall relieve OMA for the cost of such affiliate membership.

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

THE OREGON MAYORS ASSOCIATION

THE LEAGUE OF OREGON CITIES

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

## Attachment 2

### CONTRACT FOR SERVICES

#### PREAMBLE

THIS CONTRACT is made and entered into by and between the Oregon Mayors Association (OMA), an unincorporated association of persons who hold the office of mayor in Oregon cities; and the League of Oregon Cities (LOC), a consolidated department of Oregon cities.

#### RECITALS

WHEREAS, OMA has the purpose to increase the knowledge and ability of persons serving in the position of mayor in Oregon cities; promote the exchange of information and ideas among mayors; provide opportunities for mayors of Oregon cities to meet and discuss special functions of the office of mayor; provide strong, collective efforts for influencing state programs and legislation; further the programs and objectives of the LOC by functioning as an affiliate group within LOC; and to provide any other service approved by the OMA 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 OMA;

WHEREAS, on \_\_\_\_\_, the OMA Board approved entering into a contract with LOC whereby LOC shall provide services as described herein to OMA; and

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

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

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

#### Section 1.1. Financial Services.

- 1.1.1. Maintain OMA's financial records in accordance with the practices and procedures set out by OMA, provided the accounting software used by the OMA shall be the same software the LOC uses to maintain its own financial records.
- 1.1.2. Manage OMA's accounts payable, in a system and through a process that works within the LOC's own financial accounting software and processes.
- 1.1.3. Manage OMA's accounts receivable and collections, in a system and through a process that works within the LOC's own financial accounting software and processes.
- 1.1.4. Assist the OMA Secretary-Treasurer in preparing and filing required tax forms.
- 1.1.5. Develop a proposed annual budget.

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

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

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

- 1.3.1. Manage the conference and workshop budgets as developed by OMA and reconcile the conference budget after all invoices and expenses have been recorded and completed within 180 days of the end of each conference.
- 1.3.2. Handle all funds and management expenses related to the conferences and workshops.
- 1.3.3. Set up conference and workshop registration using an existing LOC system.
- 1.3.4. Submit invitations to conferences and workshops to OMA members.
- 1.3.5. Track conference and workshop registrations.
- 1.3.6. Securely process registration funds for conferences and workshops, including accounting for merchant and interchange fees (credit card, etc.).
- 1.3.7. Send registration confirmations.
- 1.3.8. Solicit and secure appropriate meeting and function space.
- 1.3.9. Negotiate and execute contracts for hotel rooms (if different from venue).

- 1.3.10. Execute catering contracts (if different from venue).
- 1.3.11. Provide logistical support to the OMA Conference Planning Committee.
- 1.3.12. Process speaker registrations and ensure all speakers are registered.
- 1.3.13. Greet and manage speakers at conferences and workshops.
- 1.3.14. Coordinate, record and provide archiving service for speaker presentations.
- 1.3.15. Coordinate conference and workshop publications (print and/or electronic).
- 1.3.16. Manage on-site setup of conferences and workshops.
- 1.3.17. Negotiate contracts for A/V and WI-FI.
- 1.3.18. Serve as on-site liaison with A/V and technical suppliers.
- 1.3.19. Track and coordinate conference and workshop sponsorships that have been solicited and secured by OMA. LOC staff are not responsible for securing sponsors for OMA conferences and events, finding and securing sponsors is the sole responsibility of the OMA.
- 1.3.20. Track and coordinate conference and workshop scholarships to be awarded by OMA.
- 1.3.21. Administer and collect results from satisfaction surveys.

#### Section 1.4. Newsletter.

- 1.4.1. Provide coordination, graphic design, and production support for quarterly OMA newsletters.

#### Section 1.5. Database, Listserv and Website.

- 1.5.1. The OMA membership database is maintained on its App, with the App having the capacity to synch with LOC's membership software, iMIS. As long as the OMA maintains its membership database on its current App, and the App remains compatible with iMIS, LOC agrees to maintain the membership database on behalf of the OMA.
- 1.5.2. Host and maintain the OMA listserv.
- 1.5.3. Maintain the OMA website.

#### Section 1.6. Membership Support.

- 1.6.1. Coordinate annual membership drive using existing LOC systems.
- 1.6.2. Send monthly membership renewal reminders between December and February.



- 1.6.3. Invoice OMA members within 2-weeks of receipt of membership paperwork.
- 1.6.4. Provide membership updates to the OMA Board at regularly scheduled board meetings.

Section 1.7. OMA Committees. The parties agree that the LOC will provide staff support, with the type of support being provided specifically described below, to the following OMA Committees. Both parties acknowledge that the LOC will not provide support to any Committee, Subcommittee, Taskforce, or other work group not specifically identified in this Section 1.7, nor will it provide support to any subcommittee of subgroup of an identified Committee within this Section 1.7.

1.7.1 Committees Covered by this Contract.

1.7.1.1. Bylaws Committee. It is the intent of both parties that the Bylaws Committee will be convened no more than once every three years – if the committee is convened more than once every three years, the LOC reserves the right to decline providing service, of any kind, to this committee. The committee was last convened in calendar year 2021.

1.7.1.2. Conference Planning Committee.

1.7.1.3. Mayor’s Leadership Committee.

1.7.1.4. Mayor’s Homelessness Taskforce. Both parties agree that the Taskforce’s work in calendar year 2023 was outside of what either party would have reasonably been considered to be a covered service under the contract between the OMA and LOC at the time. In the event the Taskforce seeks to engage in similar work and initiatives as done in 2023 while this Contract is in effect, the parties agree that the OMA will be required to compensate the LOC for the additional work. Compensation levels will be agreed upon by the parties prior to the work being undertaken, if an agreement cannot be reached, the LOC’s assistance to the Taskforce will be limited solely to scheduling meetings, preparing meeting notices, and taking minutes of meetings – substantive work product will not be produced by the LOC.

1.7.1.5 Nominating Committee.

1.7.1.6 Student Contest Selection Committee.

1.7.1.7 Resource Committee.

1.7.2.1. Prepare agenda, notices, and written materials for each virtual meeting staffed by the LOC.

Section 1.8. Miscellaneous Services

- 1.8.1. Negotiate and obtain general liability insurance.
- 1.8.2. Provide ethics reports to OMA Board members.

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

Section 2.1. Services Described in Section 1.1 – 1.8. The OMA agrees to pay the LOC the following flat fees for the services described herein.

- 2.1.1. For the contract period beginning on July 1, 2024 and ending on December 31, 2024, the OMA shall pay the LOC a flat fee of \$13,750.00.
- 2.1.2. For the contract period beginning on January 1, 2025 and ending on December 31, 2025, the OMA shall pay the LOC a flat fee of \$28,875.00
- 2.1.3. For the contract period beginning on January 1, 2026 and ending on December 31, 2026, the OMA shall pay the LOC a flat fee of \$30,319.00.
- 2.1.4. For the contract period beginning on January 1, 2027 and ending on December 31, 2027, the OMA shall pay the LOC a flat fee of \$31,835.00.
- 2.1.5. The fee shall be paid annually to cover the cost of personnel expenses incurred by the LOC in providing services to the OMA.
- 2.1.6. Payment shall be made annually, with the amount due no later than March 1.

Section 2.2. Hard Costs. In addition to the annual fee described in Section 2.1, the OMA shall be financially responsible for the following.

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

Section 2.3. Work Not Described in Contract. In the event the OMA request work by LOC staff not identified in Sections 1.1 – 1.8, excluding the caveat noted in relation to

the Homelessness Taskforce in Section 1.7.1.4, and the LOC's Executive Director or Member Engagement Director to provide such work to the OMA, the OMA 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.** OMA grants LOC's Executive Director, the Projects and Affiliates Manager, and the Member Engagement Director, signature authority for purposes of signing any contracts or documents necessary to facilitate LOC's responsibilities under this Contract. The Executive Director, or the Executive Director's designee, shall provide a written report to the OMA Board at each OMA Board meeting for all contracts and documents executed on behalf of the OMA 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 OMA has granted signature authority to LOC's Executive Director or designee pursuant to Section 3 of this contract.

Section 4.3. Hold Harmless, Indemnification, Defense. OMA agrees to hold harmless, indemnify, and defend 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 OMA or its officers, subcontractors, or agents resulting from the event, or any connection to this Contract. LOC agrees to hold harmless, indemnify, and defend OMA 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. LOC shall be entitled to compensation for 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, by the

OMA Board and confirmed in writing by a representative of each party. LOC's representative shall be its Executive Director and OMA's representative shall be its President.

Section 4.7. Assignability. Except as provided herein, this Contract is not assignable by LOC, either whole or in part, unless LOC has obtained prior written consent of OMA. LOC may subcontract for OMA's graphic design services including, but not limited to, graphic design services necessary for quarterly OMA newsletters referenced in section 1.4.1.

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 LOC's performance under the Contract, OMA shall maintain its status as an affiliate member with LOC. Nothing in this Contract shall relieve OMA for the cost of such affiliate membership.

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

THE OREGON MAYORS ASSOCIATION

THE LEAGUE OF OREGON CITIES

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



To convene, network, train, and empower Mayors

**TO:** OMA Board of Directors  
**FROM:** Angela Speier, OMA Staff Liaison & LOC Project & Affiliates Manager  
**SUBJECT:** 2024 Summer Conference, Registration Fees  
**DATE:** April 17, 2024

Prior to the registration opening for the 2024 Summer Conference taking place July 18-20 in Klamath Falls, LOC staff would like direction from the board on the conference registration fee. Below are the last three years of registration fees and a recommendation from the LOC Conference Coordinator for this year’s conference to cover the food and beverage costs. In addition, staff is also recommending charging \$50 for guests who only want to attend the Leadership Awards Dinner.

Year	Member Registration	Non-Member Registration	Guest/Past President Registration
2024	\$450	\$500	\$250
2023	\$400	\$450	\$70
2022	\$375	\$425	\$60
2021	\$350	\$400	\$50

**Recommended Motion**

I move to approve the 2024 Summer Conference registration fees as presented by staff.



To convene, network, train, and empower Mayors

**TO:** OMA Board of Directors

**FROM:** Angela Speier, OMA Staff Liaison & LOC Project & Affiliates Manager

**SUBJECT:** Membership Update

**DATE:** April 17, 2024

Staff opened the 2024 OMA membership drive on Wednesday, December 6, 2023. Information was mailed and emailed to mayors, city recorders and the chief administrative officials with each city. On January 29 staff sent the OMA board contact lists and asked the board members to do personal outreach to mayors who have yet to join and/or renew their membership. These outreach efforts were successful and as of April 17 LOC staff has processed 173 applications. Last year at this time the OMA had 168 members, staff will continue to recruit members and encourage the board members to do so also.



To convene, network, train, and empower Mayors

**TO:** OMA Board of Directors

**FROM:** Angela Speier, OMA Staff Liaison & LOC Project & Affiliates Manager

**SUBJECT:** OMA Newsletters

**DATE:** January 24, 2024

The OMA Board of Directors are responsible for writing articles for the Quarterly Newsletter. In an effort to plan the newsletters for 2024, staff has listed the dates when articles will be due and offered several suggestions for topics and spotlight cities.

**Quarter 2 Newsletter – Articles Due on Tuesday, May 14**

- Spotlight article: Klamath Falls
- Other article ideas:
  - Preliminary program and hotel information for the Summer Conference
  - Fun things to do around Klamath Falls
  - Summer festivals
  - If I Were Mayor Award Winners
  - Legislative Wrap-up
  - Women’s Caucus – Equipping people to run for office
  - Communication strategies and managing social media – top ten ways to get the word out for your events
  - Listserv protocols

**Quarter 3 Newsletter – Articles Due on Tuesday, August 13**

- Spotlight article: Gold Beach
- Other article ideas:
  - Conference wrap-up
  - If I Were Mayor Award Winners
  - Leadership Award Winners

**Quarter 4 Newsletter – Articles Due on Tuesday, November 12**

- Spotlight article:
- Other article ideas:
  - Fun holiday events
  - Save the date for 2025 Summer Conference – Include budgeting information
  - 2025 Membership Drive

**Attachment:**

1. Past City Spotlights



# Past City Spotlights

## 2024

- Toledo
- Klamath Falls
- Gold Beach
- 

## 2023

- North Plains
- Hood River
- Eugene
- Philomath

## 2022

- Cottage Grove
- Newport
- Vale
- Fossil

## 2021

- Detroit
- Coos Bay
- Umatilla
- Beaverton

## 2020

- Seaside
- Portland
- Elgin
- Hermiston

## 2019

- Medford
- Springfield
- Mt. Angel
- Yachats

## 2018

- Florence
- Baker City
- Hillsboro
- North Plains

## 2017

- Prineville
- Eagle Point
- Siletz

## 2016

- Redmond
- Lincoln City
- Tualatin
- Scappoose

## 2015

- Amity
- Dallas
- Tigard
- Prineville

## 2014

- Manzanita
- Prineville
- Cave Junction

## 2013

- Amity
- Cave Junction
- Scappoose
- McMinnville

## 2012

- Newport
- Boardman
- Gervais
- Hillsboro

## 2011

- Troutdale
- Turner
- Lebanon
- Central Point

## 2010

- Prineville
- Metolius
- Sherwood
- Maupin

## 2009

- Lebanon
- Forest Grove
- Cottage Grove

# Past City Spotlights

2008

- Lebanon
- Island City
- Depoe Bay
- Prineville



To convene, network, train, and empower Mayors

**TO:** OMA Board of Directors

**FROM:** Angela Speier, OMA Staff Liaison & LOC Project & Affiliates Manager

**SUBJECT:** Committee Updates – Student Contest Committee

**DATE:** April 17, 2024

The deadline for entries to be submitted to LOC staff for the If I Were Mayor Contest was Friday, April 5. Staff received the following entries per category:

- 19 Posters
- 17 Essays
- 6 Digital videos

There were 24 cities represented, including: Albany, Ashland, Banks, Bonanza, Florence, Forest Grove, Gearhart, Gold Beach, Happy Valley, Keizer, Klamath Falls, Lake Oswego, McMinnville, Myrtle Creek, Oregon City, Redmond, Scappoose, Seaside, Sherwood, St. Helens, Stayton, Sublimity, Sweet Home, and Tigard.

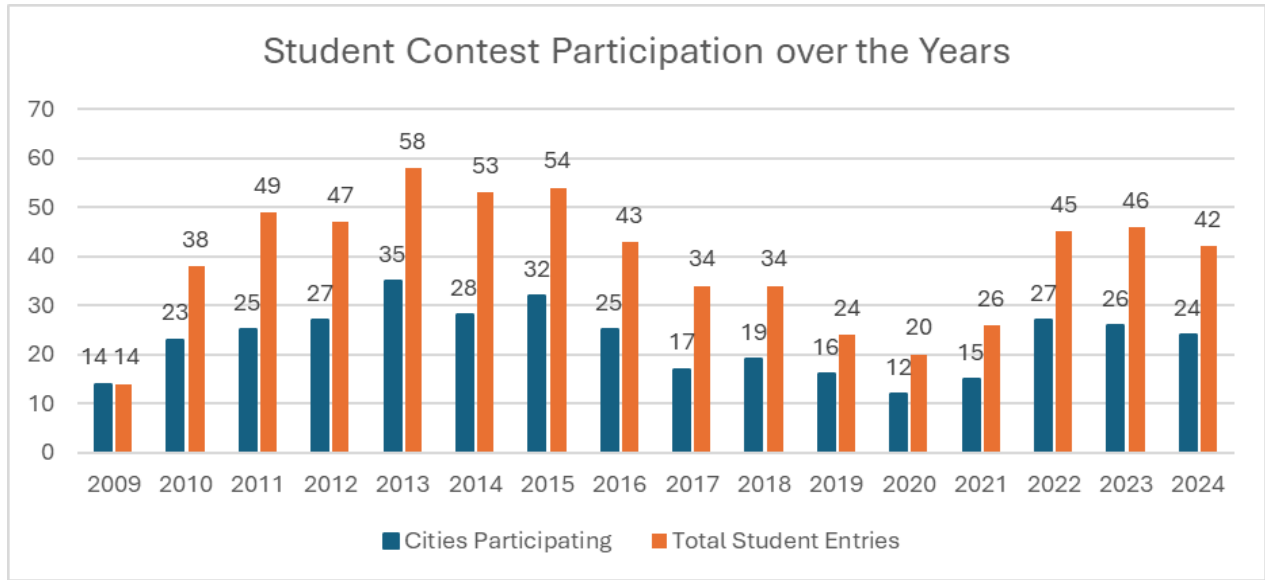
The Student Contest Selection Committee will be meeting on Tuesday, May 7 to determine the first, second and third place winners. The winners in each category will be invited to attend the Awards Luncheon during the OMA Summer Conference in Klamath Falls on Saturday, July 20.

During the budget discussion at the December 5 board meeting. Mayor Balensifer asked the board to discuss the possibility of discontinuing the If I Were Mayor Contest to save money for programs that more closely align with the role of OMA to support and provide value to mayors. Last year the OMA spent \$3,485.12 on this program. This includes \$2,700 in prizes and the cost for three hotel rooms for the winners and their families to attend the luncheon at the Summer Conference:

- \$100 x 3 – 3<sup>rd</sup> place winners in each category
- \$300 x 3 – 2<sup>nd</sup> place winners in each category
- \$500 x 3 – 1<sup>st</sup> place winner in each category
- \$785.12 – Total hotel costs

There are also minor expenses related to printing and mailing certificates for the winners. Below is a history of participation since 2009.

Year	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Cities	14	23	25	27	35	28	32	25	17	19	16	12	15	27	26	24
Entries	14	38	49	47	58	53	54	43	34	34	24	20	26	45	46	42



Staff is seeking direction from the Board of Directors on how to proceed with the 2024-25 contest.



To convene, network, train, and empower Mayors

**TO:** OMA Board of Directors

**FROM:** Angela Speier, OMA Staff Liaison & LOC Project & Affiliates Manager

**SUBJECT:** Committee Updates – Mayors Leadership Committee

**DATE:** April 17, 2024

The OMA Leadership Awards Committee met on March 21, 2024 to discuss potential changes to Resolution 2021-1 – Establishing Mayors Leadership Award Eligibility and Criteria. At this meeting the members discussed the possibility of defining or removing the population sizes and redefining the OMA Award of Merit to be given to an individual who has provided outstanding service to the OMA.

The committee opted to keep the flexibility of determining the awards in the small, medium, and large categories based on the nominations received. They recommend allowing up to two Awards of Merit to be given in extraordinary circumstances. In addition, they would like to see the Award of Merit criteria expanded to include a mayor who has made an impact both at home and statewide.

Staff opened the nominations for the 2024 Mayors Leadership Awards on Wednesday, April 3. An email was sent to OMA members directly, posted on the OMA listserv, sent to CAOs, and included in the April 19 Bulletin. Staff will continue to send reminders via email and the bulletin until the deadline of Friday, May 24. The OMA Leadership Award Selection Committee will meet on June 4 to determine this year's winners.

**Attachments:**

1. Red line version of Resolution 2021-1
2. Resolution 2024-01

**Recommended Motion**

I move to adopt Resolution 2024-01 – Establishing Mayor's Leadership Award Eligibility and Criteria and repeal Resolution 2021-1.



**RESOLUTION NO: 2024-012021-1**

**WHEREAS,** in 1993, the Board of Directors of the Oregon Mayors Association (OMA) created the Mayor’s Leadership Award which recognizes the invaluable contributions made by mayors throughout Oregon in their communities; and

**WHEREAS,** since at least the early 2000’s, a Mayor’s Leadership Award has generally been presented annually to a small city mayor, a medium city mayor, and a large city mayor; and

**WHEREAS,** since at least the early 2000’s, in addition to presenting the Mayor’s Leadership Award, the Mayor’s Leadership Award Committee has also generally reserved the right to present certain worthy mayors with an Award of Merit; and

~~**WHEREAS,** the specific criteria for the eligibility to receive the Mayor’s Leadership Award and the criteria by which eligible mayors are judged when they are nominated for the Award has never been specifically reduced to writing, which creates a lack of transparency in the Award process and unnecessarily complicates the work of the members of the Mayor’s Leadership Award Committee; and~~

**WHEREAS,** the specific criteria for the eligibility to receive the Award of Merit and the criteria by which eligible mayors are judged when they are nominated for the Award has never been specifically reduced to writing, which creates a lack of transparency in the Award process and unnecessarily complicates the work of the members of the Mayor’s Leadership Award Committee.

**NOW, THEREFORE, LET IT BE RESOLVED** by the OMA Board of Directors as follows:

1. Mayor’s Leadership Award. The Mayor’s Leadership Award is the highest award given by the OMA to worthy Oregon mayors.

~~*A. Purpose of the Mayor’s Leadership Award. The Mayor’s Leadership Award recognizes and acknowledges the mayors in Oregon who dedicate their time and energy in the pursuit of helping their communities reach their full potential, by consistent and continuing leadership, thereby facilitating dynamic change in their cities. Recipients are persons who have distinguished themselves from other Oregon mayors over the duration of their tenure in office. The Mayor’s Leadership Award recognizes the invaluable contributions made by mayors throughout Oregon in their communities. This Award is intended to acknowledge the mayors in Oregon who*~~

~~have provided consistent and continuing leadership which facilitates dynamic changes in their cities, mayors who dedicate their time and energy in the pursuit of helping their communities reach their full potential. Recipients are persons who have distinguished themselves from other Oregon mayors over the duration of their tenure in office.~~

A.

B. *Authority and Discretion of the Mayor's Leadership Committee.* The Mayor's Leadership Committee is permitted to award up to three Mayor's Leadership Awards per year; one award may be given to a mayor representing a small city, one award may be given to a mayor representing a medium city, and one award may be given to a mayor representing a large city. The ~~Committee~~ has the discretion to determine what constitutes a small, medium and large city.

C. *Criteria.* To receive the Mayor's Leadership Award, recipients shall demonstrate ~~should have demonstrated~~ a combination of the following essential criteria:

- a. The mayor is an active member of the OMA on the date the nomination for the Award is received.
- b. The mayor has demonstrated exceptional leadership qualities as a mayor which have contributed to lasting benefits in their city and the community as a whole.
- c. The mayor has shown considerable involvement in community affairs and intergovernmental relations.
- d. The mayor has shown exceptional skill in helping to facilitate productive relationships between the governing body and city employees.
- e. The mayor has helped other Oregon mayors reach their full potential as community leaders.

2. Award of Merit. The Award of Merit seeks to recognize mayors who have achieved noteworthy accomplishments in elevating the role of mayors and cities to impact regional, statewide, and national issues. ~~in the last year.~~

A. *Purpose of the Award of Merit.* The Award of Merit is given by the OMA to a worthy Oregon mayor who, ~~during the past year,~~ ~~served~~ their city with distinction, provides ~~ed~~ dynamic leadership both in their community and statewide by elevating the needs of the OMA, helps ~~ed~~ their community achieve notable success, and generally displays ~~ed~~ exceptional leadership at home and throughout the state ~~in the past year.~~

B. *Authority and Discretion of the Mayor's Leadership Committee.* The OMA Mayor's Leadership Committee is permitted to award up to two ~~no more than one~~ Award of Merit per year under extraordinary circumstances.

C. *Criteria.* To receive the Award of Merit, recipients ~~should have demonstrated~~ shall demonstrate a combination of the following essential criteria:

a. The mayor is an active member of the OMA on the date the nomination for the Award is received.

b. The mayor demonstrated exceptional leadership qualities as a mayor in the last year which benefited their city and the community as a whole.

~~c.~~ The mayor's actions directly helped their city obtain a notable success in the last year.

~~d.~~ The mayor has made a statewide impact by furthering the goals of the OMA at the state and/or national level.

~~e.~~ The mayor has provided their guidance and support to other mayors statewide.

3. Additional Duties of the Mayor's Leadership Award Committee. As part of its duties, the Mayor's Leadership Award Committee, in consultation and coordination with the Conference Planning Committee, will ensure the following:

a. *Recognition of Past Award Recipients.* The Committee will work to ensure that past recipients of both the Mayor's Leadership Award and Award of Merit are recognized during the Awards Ceremony. The form and manner in which the recognition is made is at the sole discretion of the Mayor's Leadership Award Committee.

b. *Presentation of Awards.* As much as reasonably possible, the Committee will work to ensure that past recipients of both the Mayor's Leadership Award and the Award of Merit are the persons presenting the awards to new recipients.

4. Resolution 2021-1 is hereby repealed.

Adopted this ~~24<sup>th</sup>~~ ~~3<sup>rd</sup>~~-day of ~~April~~ ~~December~~ 2024~~1~~, by the OMA Board of Directors.

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~~Rod Cross~~ Elizabeth Wytoski, President  
Mayor of ~~Dayton~~ Toledo, Oregon





## RESOLUTION NO: 2024-01

**WHEREAS,** in 1993, the Board of Directors of the Oregon Mayors Association (OMA) created the Mayor's Leadership Award which recognizes the invaluable contributions made by mayors throughout Oregon in their communities; and

**WHEREAS,** since at least the early 2000s, a Mayor's Leadership Award has generally been presented annually to a small city mayor, a medium city mayor, and a large city mayor; and

**WHEREAS,** since at least the early 2000s, in addition to presenting the Mayor's Leadership Award, the Mayor's Leadership Award Committee has also generally reserved the right to present certain worthy mayors with an Award of Merit; and

**WHEREAS,** the specific criteria for the eligibility to receive the Award of Merit and the criteria by which eligible mayors are judged when they are nominated for the Award has never been specifically reduced to writing, which creates a lack of transparency in the Award process and unnecessarily complicates the work of the members of the Mayor's Leadership Award Committee.

**NOW, THEREFORE, LET IT BE RESOLVED** by the OMA Board of Directors as follows:

1. Mayor's Leadership Award. The Mayor's Leadership Award is the highest award given by the OMA to worthy Oregon mayors.
  - A. *Purpose of the Mayor's Leadership Award.* The Mayor's Leadership Award recognizes and acknowledges the mayors in Oregon who dedicate their time and energy in the pursuit of helping their communities reach their full potential, by consistent and continuing leadership, thereby facilitating dynamic change in their cities. Recipients are persons who have distinguished themselves from other Oregon mayors over the duration of their tenure in office.
  - B. *Authority and Discretion of the Mayor's Leadership Committee.* The Mayor's Leadership Committee is permitted to award up to three Mayor's Leadership Awards per year; one award may be given to a mayor representing a small city, one award may be given to a mayor representing a medium city, and one award may be given to a mayor representing a large city. The Committee has the discretion to determine what constitutes a small, medium and large city.

C. *Criteria.* To receive the Mayor's Leadership Award, recipients shall demonstrate a combination of the following essential criteria:

- a. The mayor is an active member of the OMA on the date the nomination for the Award is received.
- b. The mayor has demonstrated exceptional leadership qualities as a mayor which have contributed to lasting benefits in their city and the community as a whole.
- c. The mayor has shown considerable involvement in community affairs and intergovernmental relations.
- d. The mayor has shown exceptional skill in helping to facilitate productive relationships between the governing body and city employees.
- e. The mayor has helped other Oregon mayors reach their full potential as community leaders.

2. Award of Merit. The Award of Merit seeks to recognize mayors who have achieved noteworthy accomplishments in elevating the role of mayors and cities to impact regional, statewide, and national issues.

A. *Purpose of the Award of Merit.* The Award of Merit is given by the OMA to a worthy Oregon mayor who serves their city with distinction, provides dynamic leadership both in their community and statewide by elevating the needs of the OMA, helps their community achieve notable success, and generally displays exceptional leadership at home and throughout the state.

B. *Authority and Discretion of the Mayor's Leadership Committee.* The OMA Mayor's Leadership Committee is permitted to award up to two Award of Merit per year under extraordinary circumstances.

C. *Criteria.* To receive the Award of Merit, recipients shall demonstrate a combination of the following essential criteria:

- a. The mayor is an active member of the OMA on the date the nomination for the Award is received.
- b. The mayor demonstrated exceptional leadership qualities as a mayor in the last year which benefited their city and the community as a whole.
- c. The mayor's actions directly helped their city obtain a notable success in the last year.
- d. The mayor has made a statewide impact by furthering the goals of the OMA at the state and/or national level.

- e. The mayor has provided their guidance and support to other mayors statewide.
3. Additional Duties of the Mayor’s Leadership Award Committee. As part of its duties, the Mayor’s Leadership Award Committee, in consultation and coordination with the Conference Planning Committee, will ensure the following:
- a. *Recognition of Past Award Recipients.* The Committee will work to ensure that past recipients of both the Mayor’s Leadership Award and Award of Merit are recognized during the Awards Ceremony. The form and manner in which the recognition is made is at the sole discretion of the Mayor’s Leadership Award Committee.
  - b. *Presentation of Awards.* As much as reasonably possible, the Committee will work to ensure that past recipients of both the Mayor’s Leadership Award and the Award of Merit are the persons presenting the awards to new recipients.
4. Resolution 2021-1 is hereby repealed.

Adopted this 24<sup>th</sup> day of April 2024, by the OMA Board of Directors.

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Rod Cross, President  
Mayor of Toledo, Oregon



**To convene, network, train, and empower Mayors**

**TO:** OMA Board of Directors

**FROM:** Angela Speier, OMA Staff Liaison & LOC Project & Affiliates Manager

**SUBJECT:** Committee Updates – Conference Planning Committee

**DATE:** April 17, 2024

The OMA Conference Planning Committee has met twice since the board approved the committee appointments in January. The committee has developed a draft program that includes four tours, six breakout sessions, and six general sessions. The committee is still working on identifying a keynote speaker to speak during lunch on Friday, July 19. Session leads have been identified and a new [sponsorship brochure](#) has been created. To-date staff has secured \$12,000 in sponsorships from CIS, Comcast, PGE, and Hayden Homes. Committee members have been reaching out to potential sponsors and the board is also encouraged to solicit for sponsorships. LOC staff and employees from the city of Klamath Falls meet monthly to ensure we are on track with tours and social activities. The next meeting of the Conference Planning Committee will take place on April 29.

Staff opened applications for scholarships to attend the OMA Summer Conference on Monday, April 8. Applications are due by Sunday, May 12. As of April 17, staff has received 9 applications. The Conference Planning Committee created a subcommittee to review the applications and make awards. This subcommittee is scheduled to meet on Monday, May 20 to review the applications.



To convene, network, train, and empower Mayors

**TO:** OMA Board of Directors

**FROM:** Angela Speier, OMA Staff Liaison & LOC Project & Affiliates Manager

**SUBJECT:** Committee Updates – Constitution & Bylaws Committee

**DATE:** April 17, 2024

At a recent meeting the Board of Directors requested an agenda item to discuss what they would like to see in terms of updates to the OMA Constitution and Bylaws and OMA Policies. On April 3 staff emailed the board these governing documents as well as the listserv code of conduct, to give members time to review the documents prior to this meeting. The following items have been discussed as possible additions to the bylaws and/or policies:

- Reimbursable board travel expenses;
- Roles and responsibilities of board members; and
- Potential changes to the OMA listserv.

Any changes to the Constitution and Bylaws would need to be approved by the membership at the Annual Membership Meeting taking place on October 17. Changes to the OMA Policies and the listserv code of conduct can be approved by the OMA Board of Directors.

Staff will work to schedule a meeting of the Constitution & Bylaws Committee once direction from the board is received.

**Attachments:**

1. OMA Constitution and Bylaws
2. OMA Policies
3. Listserv Code of Conduct

## **Attachment 1**

# **OREGON MAYORS ASSOCIATION CONSTITUTION AND BYLAWS**

## **ARTICLE I Name and Purpose**

### **SECTION 1**

**NAME:** The name of this Association shall be the Oregon Mayors Association (referred to herein as OMA).

### **SECTION 2**

**ORGANIZATION:** OMA is an unincorporated association of persons serving in the position of mayor in Oregon cities. OMA shall be based at the League of Oregon Cities located at 1201 Court St. NE, Suite 200, Salem, OR 97301

### **SECTION 3**

**PURPOSE:** The purpose of the OMA shall be to increase the knowledge and ability of persons serving in the position of mayor in Oregon cities; to promote the exchange of information and ideas among mayors; to provide opportunities for mayors of Oregon cities to meet and discuss special functions of the office of mayor; to provide strong, collective efforts for influencing state programs and legislation; and to further the programs and objectives of the League of Oregon Cities by functioning as a recognized affiliate organization.

## **ARTICLE II Membership**

### **SECTION 1**

**ACTIVE MEMBERSHIP:** Any person who is the duly elected or appointed mayor of an Oregon city shall be eligible for active membership in the association. Such a person shall become a member by submitting an application and payment of the membership fee for the current year to the secretary/treasurer.

### **SECTION 2**

**TERMINATION OF MEMBERSHIP:** A person shall cease to be an active member of the OMA upon termination of service in the office of mayor or failure to submit payment of the membership fee for the current year.

### **SECTION 3**

**HONORARY MEMBERSHIP:** Honorary members may be granted or retracted as the board of directors may determine. Upon approval of the board, any former mayor who has contributed in widely recognized and significant ways to the OMA and to their communities as mayor may be granted honorary membership. All past presidents of the OMA become honorary members upon

leaving the office of mayor. Honorary members shall pay no dues and carry no voting privileges as long as they are not serving in the office of mayor.

### **ARTICLE III Officers, Directors and Committees**

#### **SECTION 1**

**OFFICERS:** Officers of the OMA shall be active members of the OMA in good standing and shall consist of a president, president-elect, and immediate past-president. The immediate past president may serve their term as past president even if they no longer hold an elected office.

#### **SECTION 2**

**BOARD OF DIRECTORS:** The board of directors shall consist of the president, president-elect, immediate past-president and six directors who are active members of the OMA.

#### **SECTION 3**

**SECRETARY/TREASURER:** The office of secretary/treasurer shall be non-voting and shall be filled ex-officio by the Executive Director of the League of Oregon Cities, or the Director's designee. The secretary/treasurer shall transact the necessary financial business of the OMA, keeping a complete record of all transactions, which shall be submitted for auditing to the annual membership meeting of the OMA.

#### **SECTION 4**

**TERMS OF OFFICE:**

- a) Terms of office for officers with the exception of the secretary/treasurer, shall be for one year. After serving as an officer of the board, a member may not serve on the board again for at least one year. The president-elect shall succeed to the office of president the following year. The president shall be the immediate past president the following year.
- b) Terms of office for directors shall be for three years.
- c) Officers and directors shall be elected at the annual membership meeting held during the annual conference of the League of Oregon Cities.

#### **SECTION 5**

**VACANCIES:**

- a) Any vacancies occurring among the six director seats known within a reasonable period prior to the annual membership meeting shall be filled through the Nominating Committee process. All other vacancies occurring among the six director seats may be filled by appointment by the board of directors for the remainder of the term.
- b) In the event of a vacancy of one or more officer positions, other than the office of president, the board shall fill the vacancy by appointing a replacement from those currently serving on the board for the remainder of the term.
- c) In the event of a vacancy in the president position, the president-elect shall succeed to the office of president for the remainder of the current term as well as the term as president for which he/she was scheduled to serve.

**SECTION 6**

**DUTIES OF OFFICERS AND DIRECTORS:** The officers shall exercise the usual powers and duties incident to their offices. The board of directors shall have general supervision over all the affairs of the organization subject to the will of the organization expressed at any duly-called meeting.

**SECTION 7**

**COMMITTEES:**

- a) The president shall make appointments, with the approval of the board of directors, to the following standing committees: Conference Planning Committee, Student Contest Selection Committee, Nominating Committee and Leadership Awards Review Committee. Each committee shall be chaired by an OMA member appointed by the President.
- b) 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 committee appointments, with the approval of the board of directors. Each committee shall be chaired by an OMA member appointed by the President.
- c) All members are eligible to participate in committees and with the board's approval, additional people may be appointed. d) The President shall assign board members as liaisons to committees to monitor committee activities and provide reports to the board.

**ARTICLE IV  
Finance**

**SECTION 1**

**FISCAL YEAR:** The fiscal year shall date from January 1 to December 31. Membership dues, as determined by the board of directors, shall be payable annually on or before January 1.

**SECTION 2**

**MEMBERSHIP DUES:** Active members shall pay dues as provided by the board of directors. The board is authorized to determine a fee for membership dues in an amount sufficient to pay the administrative costs of maintaining the association, plus such other programs and activities as the board of directors may from time to time determine.

**SECTION 3**

**ANNUAL BUDGET AND FINANCIAL REPORTS:** The board shall adopt a budget annually at the first meeting of the board of directors. The secretary/treasurer shall present a financial report to the board at each meeting and to the membership at the annual membership meeting.

**SECTION 4**

**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.



## **ARTICLE V**

### **Board Meetings**

#### **SECTION 1**

REGULAR MEETINGS: The board, during its annual business meeting, shall approve an annual meeting schedule including the time and place for the holding of regular meetings without other notice. This schedule shall be posted in the OMA newsletter; and/or the OMA website; and/or the OMA listserv.

#### **SECTION 2**

SPECIAL MEETINGS: Special meetings of the board may be called by or at the request of the president, or any two directors.

#### **SECTION 3**

NOTICE: Written notice of any special meeting, or rescheduled regular meeting of the board shall be posted in the OMA newsletter; and/or the OMA website; and/or the OMA listserv at least three (3) business days in advance of the meeting.

#### **SECTION 4**

QUORUM: A quorum of five voting board members shall be required for the board to conduct business.

#### **SECTION 5**

ELECTRONIC PARTICIPATION: A board member shall be deemed to be present if such board member participates in the meeting by conference telephone or by 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 6**

MANNER OF ACTING: Except as otherwise required by law or this Constitution, 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 conduct of the meeting. Voting by proxy is not permitted.

## **ARTICLE VI**

### **Annual Membership Meeting**

#### **SECTION 2**

MEMBERSHIP MEETINGS: The regular annual membership meeting of the OMA shall be held at the same time and place as the annual conference of the League of Oregon Cities. Other membership meetings may be held at such times and places as the board of directors may determine.

#### **SECTION 2**

NOTICE: Membership meetings shall be noticed in the OMA newsletter; and/or the OMA website; and/or the OMA listserv.

### **SECTION 3**

**QUORUM:** Those active members present at any meeting of the association, provided the notice requirements have been met, shall constitute a quorum. Two-thirds of those present and voting shall be necessary for approval of any question before the association.

## **ARTICLE VII Election of Officers and Directors**

### **SECTION 1**

**NOMINATING COMMITTEE:** A five-person nominating committee shall be appointed by the president and shall consist of the immediate past president as chair, regardless of elected capacity, two past presidents who are still serving as mayor, and two OMA members who are not serving on the OMA Board and who are not past presidents of the Board. If one or more past presidents are unable to serve, the president may appoint other mayors, subject to the board's approval. The nominating committee shall prepare a slate of officers consisting of president, president-elect and six directors, all of whom are active members of the association. Insofar as possible, the slate shall represent the state's various regions as well as cities of varying sizes. The committee may also consider other characteristics.

### **SECTION 2**

**ELECTION PROCESS:** Applications to serve on the board must be submitted in writing to the secretary/treasurer at least 30 days prior to the annual membership meeting held during the annual conference of the League of Oregon Cities. The slate shall first be presented to the OMA board for their review and consent prior to the OMA's annual membership meeting during the annual conference of the League of Oregon Cities. Additional nominations shall be accepted from the floor of the annual membership meeting prior to votes being cast for the slate. The geographic location and city size shall be disclosed at the time of nomination from the floor.

## **Article VIII Foundations of Home Rule and Civic Responsibility**

### **SECTION 1**

**PURPOSE:** The OMA is committed to securing and defending the foundations of home rule. Home rule is best protected when communities and citizens have a strong education in and understanding of civic responsibility and engagement. To that end, the OMA, through its Officers and the Board of Directors, may take proactive and defensive positions on legislative or administrative matters that impact the foundations of home rule or civic responsibility and engagement with the Governor's office, State Legislature and Oregon's federal delegation.

### **SECTION 2**

**FOUNDATIONS OF HOME RULE:** There are three foundations of home rule of which the OMA is particularly concerned about securing and defending.

- a) Local Control. Preserve and protect the ability of cities in Oregon to enact local legislation and policies concerning local affairs and oppose any state or legislative action that preempts local authority.

- b) Fiscal Stability. Support legislation and policies that promote fiscal stability, predictability, financial independence, and preserve the revenue bases of cities throughout Oregon and ensure maximum local control over local budgeting. Oppose legislation and policies that shift local funds to special districts, counties, the state or federal government and/or make cities more dependent on special districts, counties, the state or federal government for financial stability, such as unfunded mandates.
- c) Funding Opportunities. Support opportunities that allow Oregon cities to compete for their fair share of regional, state and federal funding.

**SECTION 3**

CIVIC RESPONSIBILITY AND ENGAGEMENT: The OMA is particularly concerned about promoting the importance of civic responsibility and engagement. Support initiatives that encourage civic engagement and education for citizens of all ages so that each person in Oregon will understand how the democratic process works, as well as how they themselves can engage in this process and participate in civic life.

**SECTION 4**

AUTHORITY OF OFFICERS: A majority of the Officers may, at their discretion, take a position, on behalf of the OMA, on any proposed piece of state or federal legislation, administrative rule, or policy, provided the position taken is:

- a) Nonpartisan in nature;
- b) Consistent with protecting and preserving the foundations of home rule; and/or
- c) Promotes the importance of civic responsibility and engagement.

Any positions taken by the Officers shall be made known to the Board of Directors within seven days and to the full membership within 60 days of the position being taken. Directors within seven days and to the full membership within 60 days of the position being taken.

**ARTICLE IX  
Amendments**

**SECTION 1**

AMENDMENTS: This constitution may be amended or repealed by two-thirds vote of the active members of the association present at a membership meeting, provided that all members shall be notified of the time and place for the meeting. Five active members of this association may, by petition to the secretary/treasurer, initiate a desired change which shall become effective upon ratification of two-thirds of the active members present at any membership meeting.

*Constitution originally adopted November 12, 1972. Includes amendments approved July 1978, November 1984, November 1986, August 1989, August 1990, November 1991, August 1992, November 1995, November 1999, November 2001, August 2006, September 2011, September 2014 September 2015, October 2020, and October 2021.*

OREGON MAYORS ASSOCIATION  
POLICIES

ARTICLE I  
Board Expense Policy

**SECTION 1**

BOARD MEETINGS: Eligible expenses related to attending board of directors' meetings are paid, or reimbursed, by the OMA. Eligible expenses include travel (mileage reimbursed at the federal per diem), lodging and meal expenses.

**SECTION 2**

OMA CONFERENCES: Except for the president, board members shall be responsible for paying their registration, travel, lodging and meal expenses. The OMA may pay or reimburse the president's expenses.

**SECTION 3**

LOC BOARD MEETINGS: Eligible expenses related to attending LOC board meetings incurred by the president or board liaison may be paid or reimbursed by the OMA. Eligible expenses include travel (mileage reimbursed at the federal per diem), lodging and meal expenses.

*Amended 4-11-2014 and February 27, 2020.*

ARTICLE II  
Guest Policy

Section 1

Guests are permitted at OMA conferences and certain events, although their participation in all aspects of an OMA conference or particular event may be limited by the Board of Directors. A guest is defined as a spouse or significant other, friend, or relative who is not a member of the OMA, is not qualified to become a member of OMA, and does not work for or represent a governmental organization.

Section 2

Prior to each OMA conference and event, the OMA Board of Directors shall determine the price, if any, for a guest registration.

Section 3

Honorary members of the OMA may attend OMA conferences and certain events and pay the guest fee, provided the Board of Directors has assessed a guest fee for the conference or event.

Section 4

Guest passes are not available to sponsors, speakers or staff. If a sponsor, speaker or staff person is asked or directed to attend an OMA conference or event, OMA will not require them to pay a registration fee – although their participation in all aspects of the conference or particular event may be limited by the Board of Directors.

*Amended 1-29-16 and 2-27-2020.*

## **ARTICLE III Board Liaison**

### **SECTION 1**

LEAGUE OF OREGON CITIES: The president, or their designee, shall be the liaison to the LOC board and shall attend LOC board meetings. The liaison responsibilities shall be to keep the OMA board informed of LOC actions and keep the LOC board informed of OMA actions.

*Amended 4-11-2014 and 2-27-2020.*

## **ARTICLE IV Board Meetings**

### **SECTION 1**

SCHEDULE: The board shall meet at least four times per year. One of the meetings shall be scheduled in conjunction with the OMA Summer Conference. One of the meetings shall be scheduled in conjunction with the annual conference of the League of Oregon Cities.

### **SECTION 2**

#### **EMAIL MEETINGS:**

1. The President may choose to conduct a special meeting via email.
2. Any Board member wishing to convene a special meeting must coordinate said meeting with the President and Secretary/Treasurer via email.
3. The President, Board member requesting the meeting, and Secretary/Treasurer will work cooperatively together to create the meeting notice, a summary or explanation of the purpose for the meeting, and the proposed motion to submit to the Board. Motions raised during an email meeting do not require a second.
4. The Secretary/Treasurer is responsible for sending an email to all Board members that advises them that a Special Email Meeting has been called by the President; that email will contain the information described in the above subsection (c).
5. All Board members, including the President, may vote on the proposed motion raised in the Special Email Meeting. Votes must be made in such a way that the Secretary/Treasurer and President can clearly identify the vote is cast in either the affirmative or negative.
6. Motions provided via a Special Email Meeting cannot be amended.
7. The Board member who requested the Special Email Meeting can rescind the motion contained therein at any time, doing so requires the Board member work in concert with the President and Secretary/Treasurer.
8. All votes must be cast within 7 days of the Special Email Meeting notice being sent to all Board members. For a motion to pass, a majority of the Board members must have voted in support of the motion within the required 7 days. If the 7 days expires without a majority of members casting their vote, the motion fails.
9. The 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 their vote, the Secretary/Treasurer will forward the email to all other Board members.

10. At the next regular, non-email, Board meeting, the purpose of and results from the Special Email Meeting shall be publicly reviewed by the Board, in recognition of the need for transparency to the full OMA membership.

*Amended 4-11-2014, 2-27-2020, and 7-29-2021.*

## **ARTICLE V Cancellation Policy**

### **SECTION 1**

**CANCELLATION:** Training and continuing education programs are designed to promote a reliable and consistent learning experience for members. While schedules change, and emergencies unfortunately occur, when reservations are cancelled, particularly close to the event date, additional personnel and financial resources are expended, the cost of which are often difficult if not impossible to recoup. Therefore, refunds for cancelling participation in a training or continuing education program will only be provided in accordance with this Cancellation Policy.

1. 30 or More Days Prior. Cancellations made 30 or more days in advance of the event date will receive a full refund, minus a \$50.00 administrative fee.
2. 14-30 Days Prior. Cancellations made between 14 to 30 days in advance of the event date will receive a full refund, minus a \$100.00 administrative fee.
3. 14 Days Prior. Cancellations made 14 days or less in advance of the event date are not eligible for a refund.
4. Exception Requests. Notwithstanding the preceding sections, refunds may be provided in accordance with the terms of this section.
  - a. *Bereavement.* Full refunds will be given in the event of the death of the registrant or an immediate family member of the registrant. A registrant's immediate family includes any of the following: spouse, child, parent, sibling, grandparent, grandchildren, parent-in-law, child-in-law, sibling-in-law, stepparent, stepchild, stepsibling, step-grandparent, or step-grandchild.
  - b. *Critical Illness.* Full refunds will be given in the event the registrant suffers from a critical illness. A critical illness is one in which:
    - The registrant or an immediate family member of the registrant requires patient medical care. Immediate family is defined in the above subsection 4(a).
    - The registrant is under the care of a physician and has been deemed contagious.
  - c. *Transportation Failure.* Full refunds may be given in the event the registrant is unable to attend the event due to an unforeseen transportation failure. Examples of an unforeseen transportation event include: motor vehicle accident on the way to the event; a significant mechanical issue; or cancellation/delay of air/bus/train travel beyond the control of the registrant.
  - d. *Event of Force Majeure.* If a force majeure event occurs and prevents the registrant from attending the event, a full refund may be provided. A force majeure event includes:

- An act of God, such as, but not limited to, fires, explosions, earthquakes, tsunamis, floods, and their effects;
  - War, hostilities (whether war be declared or not), invasion, or act of foreign enemies.
  - Riot, commotion, or strike.
  - Acts or threats of terrorism.
5. Documentation. To receive a refund, a registrant must submit written documentation to the Oregon Mayors Association (OMA) identifying why they believe a refund is entitled.
- a. *Format*. The written documentation can be in the form of an email or letter which identifies the registrant's name, the name of the event the registrant is enrolled to attend, the date of cancellation, the reason for the cancellation, and an explanation of why the registrant believes they are entitled to a refund.
  - b. *Submission*. All requests for refunds shall be submitted to the OMA either at: [loc@orcities.org](mailto:loc@orcities.org); or, OMA, 1201 Court Street NE, Suite 200, Salem, Oregon 97301.
  - c. *Additional Document*. OMA reserves the right to ask a registrant seeking a refund for additional documentation to support their request. For example, in the event a registrant is seeking a refund due to a critical illness, OMA reserves the right to ask for a statement from the registrant's medical provider.
  - d. *Discretionary Approval*. The OMA Secretary-Treasurer or their designee has sole and exclusive discretion to grant a refund, provided the terms and conditions of this Cancellation Policy are followed.
  - e. *Appeals*. If the request for a refund is denied, the registrant may appeal the decision to the OMA Board of Directors within 30 days of notice.

Refunds. If OMA determines that a registrant is entitled to a refund, the refund will be processed, and the registrant reimbursed within 60 days of LOC's decision to grant the refund request.

*Adopted 09-25-2019.*

## **ARTICLE VI Mayors Leadership Award Committee**

### **SECTION 1**

**MEMBERSHIP:** The president shall appoint, with board approval, five people to serve on this committee. Three people should be past recipients of the Mayors Leadership Award. The president shall also appoint, with board approval, a past recipient to serve as chair.

*Adopted 2-27-2020*

**ARTICLE VII  
Amendments**

**SECTION 1**

AMENDMENTS: These policies may be amended or repealed at the discretion of the OMA board of directors.

*Adopted 2-27-2020.*



### Listserv Rules and Code of Conduct

The Oregon Mayors Association (OMA) listserv was established as a means for support and information sharing between OMA members. The listserv is currently hosted by the League of Oregon Cities (LOC) and a member of LOC staff monitors the listserv. Policies are established by the OMA Board of Directors.

Access to the listserv is provided to all OMA members. Access to the listserv is a privilege and not a right of membership. Failure to follow the listserv rules may result in sanctions up to and including removal from the listserv.

Forwarding listserv messages to outside parties should be done judiciously and within the spirit and intent of these rules.

#### **COURTESIES & COMMON SENSE** (aka "THE RULES")

*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 regarding 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.

*Privacy:* This is a restricted listserv. Use of the membership listserv for marketing or other purposes not related to the purposes of OMA is considered a serious violation of the Rules.

*Flaming and Mud Slinging:* Flaming, mudslinging and bashing or attacking other listserv members is not allowed. Please allow everyone to speak their mind in a friendly way and respect the fact that we can't all agree all 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, please 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, 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. 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 his/her listserv privileges by submitting a written notice of an appeal of the President's decision. Such appeal shall be sent to the OMA Association Manager at 1201 Court St. NE #200, Salem, OR 97301. The appeal shall be heard by the OMA 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 he/she deems appropriate during the informal appeal hearing. The appellant shall present information and testimony regarding 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 OMA whose listserv privileges have been terminated may petition the Executive Committee of OMA 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.



To convene, network, train, and empower Mayors

**TO:** OMA Board of Directors

**FROM:** Angela Speier, OMA Staff Liaison & LOC Project & Affiliates Manager

**SUBJECT:** Committee Updates – Nominating Committee

**DATE:** April 17, 2024

LOC staff will begin soliciting applications to serve on the OMA Board of Directions on Monday, July 15. This date is earlier than normal, but will allow board members and staff to provide applications to attendees at the Summer Conference. Applications will be due by 5:00 pm on Friday, September 6. Staff will be soliciting for two director positions and for the position of president-elect. The following directors have terms expiring on December 31, 2024:

- Mayor Tom Vialpando – appointed to fill Mayor Balensifer’s position when he was elected to serve as president-Elect.
- Mayor Tamie Kaufman – appointed to fill former Mayor Carol MacInnes’s position when she didn’t run for reelection in 2023.

The committee will meet in September to review the applications and develop a recommendation to be given to the OMA Board of Directors during the October 16 meeting. The slate will then go before the membership for approval at the annual membership meeting on October 17.



**To convene, network, train, and empower Mayors**

**TO:** OMA Board of Directors

**FROM:** Angela Speier, OMA Staff Liaison & LOC Project & Affiliates Manager

**SUBJECT:** Committee Updates – Resource Committee

**DATE:** April 17, 2024

The Resource Committee has not met since the board appointment in January. Staff will work with President-Elect Balensifer to schedule a meeting for the committee to review the current new mayor materials and develop a game plan for orienting and welcoming new mayors after the November election.