

WCMA Board Meeting Agenda

Friday, March 21, 2025 – 8:30 – 10:30am Vancouver Hilton, Discovery Ballroom, 301 W 6th St, Vancouver, WA 98660

Join Zoom Meeting

https://us06web.zoom.us/j/85217831609?pwd=a9Xrt0uZPqVuz7hUP0fuU9BOb0DYIx.1

Meeting ID: 852 1783 1609 Passcode: 882522

- 1. Approval of the Agenda
- 2. Approval of February 19, 2025 Board Meeting Minutes
- 3. Board Vacancies
- 4. Spring/Summer Conference Planning & Sponsorships Katrina Knutson & Leslie Harris
- 5. Approval letter for the 2025 Partnership Plan with Forum and Foundation Lloyd Halverson
- 6. Membership Report Rich Huebner
- 7. Financial Report Melanie Harding
- 8. Ratification of Professional Services Agreement between MRSC & WCCMA Rich Huebner
- 9. Senior Advisors Report Members in Transition
- 10. Other Business



WCMA February Meeting Minutes Wednesday, February 19, 2025 1:30-2:30pm The Marcus Pavilion at Saint Martin's University, Cheney Room & Virtual/Zoom

Attendees:

Rich Huebner, President Laura Philpot, Vice President Stephanie Lucash, Past President Melanie Harding, Exec. Coordinator Deanna Dawson Bristol Ellington Amy Buckler Leslie Harris Elizabeth Chamberlain Tyler Christian Heidi Behrends Cerniwey Scott MacColl Marilynne Beard Andrew Neiditz Ray Corpuz

1. Approval of the Agenda

Agenda was unanimously approved as presented.

2. Approval of December 13, 2024 Board Retreat Minutes

The Board Retreat Minutes were unanimously approved as presented.

3. Board Vacancy

Michael Jones has resigned from Island County and will be taking a year sabbatical. Accordingly, he has provided his resignation from the board. Rich Huebner noted that Associate Member Tyler Christian is now eligible for full board membership and provided his recommendation that Tyler be appointed to the vacancy created by Michael's resignation. In response to questions, Rich indicated that he expected two vacancies to be filled at the summer meeting that would allow for a member with County perspective to be recruited. Stephanie Lucash indicated that she has been in conversation with one or more potential board recruits with a County background.

If Tyler were to be appointed to the vacant seat, there was discussion on potentially filling the Associate Board Vacancy at the March Board Meeting.

It was moved and seconded to appoint Tyler Christian to the full member seat on the board. It was unanimously approved.

4. Appointment to WCMA position on the State Auditor's Office Local Government Advisory Committee

Rich Huebner summarized the appointment to the State Auditor's Office Local Government Advisory with a term ending December 31, 2027. Rich Huebner noted the Executive Committee's recommendation to appoint Katrina Knutson to the role. It was moved and seconded to appoint Katrina Knutson to the position. The motion passed unanimously.

5. Finalize Committee Appointments

Rich summarized the intent to finalize committee membership discussions that were introduced in the November 2024 retreat, with the intent that the committees would meet at least once and report back in March. Rich provided an overview of committee structures and members. There was discussion on each committee. Rich indicated he would follow up with those who were not present and finalize committee assignments.

6. Spring/Summer Conference Planning & Sponsorships – Leslie Harris

Leslie Harris provided an overview of the status of the NW Regional Conference. Registrations are a little low at 66 attendees, and an email follow up will be sent out through the WCMA and Oregon newsletters. The room block deadline is approaching on February 24th, with MRSC exploring the options for extending. Sponsorships for both conferences is approaching \$40,000. Leslie gave an overview of the proposed schedule. It was noted that the correction of the sponsorship spreadsheet required restoring a past version, so everyone was invited to revisit their entries and notes and make sure that they are up-to-date.

WCMA "Board Commitment to Equity & Inclusion" Statement – Stephanie Lucash

Stephanie noted the "Board Commitment to Equity & Inclusion" Statement in the agenda packet and noted the request to revisit the document from the Washington I-NAPA group, the statement being four years old, and the changing federal conditions. With the board's support, she indicated that would revisit this with the I-NAPA committee and bring proposed revisions back to the June Meeting.

It was noted that WCMA doesn't rely on federal funding, and a number of board members indicated a belief that this posed an opportunity to clarify and affirm these values. Deanna provided an overview of how they are addressing related topics in the areas of AWC member services and trainings and how they are attracting broad participation. There was general board consensus for Stephanie to work with the I-NAPA committee to bring back proposed changes in June.

8. Year-end Financial Report – Melanie Harding

Melanie provided an overview of the year-end financials, noting the work done to boost membership, sponsorships, and conference registrations. She noted that MRSC staff is looking at program based bookkeeping options that could more accurately reflect NWWLA revenue and expense categories.

9. Membership Report – Rich Huebner

Rich provided an overview, noting that 186 conference registrations to date – a record since 2020.

10. Senior Advisors Report

Lloyd Halverson noted there was not much change in SW Washington and a lot of change in the Yakima valley, including Adam Lincoln moving to Port of Pasco and Dave Zabell taking on the interim role. Ray Corpuz noted that the Senior Advisor guidelines are being updated and revised with Stephanie Lucash and Marilynne Beard's leadership. Marilynne noted that guidance on when Senior Advisors serve in interim leadership roles would be among the topics. In South Sound, Andrew Neitdz noted that Lakewood and Tacoma City Managers have announced retirements.

11. Other Business

• Designated Seats on the AWC Board – Deanna Dawson

Deanna provided an overview of AWC's work to evaluate board seats. She described a bylaw change going forward to the membership in June related

to WCMA's positions on the board. Currently, the WCMA president and immediate past president serve on the AWC board. In some scenarios, this might mean that a County appointed official would be assigned to the AWC Board. The change would give WCMA power to appoint two representatives from the WCMA Board to serve on the AWC Board.

E Partnership Plan---2025 Outline

This is an outline, or initial framework for Partnership Activities. The partners are the Polish sister cities of Morawica, Krapkowice, and Zabierzow—sister cities to Camas. Also cooperating are numerous related Polish and US communities. The professional partners in cooperation are the Foundation for the Support of Local Democracy and the Forum of Sekretarze, and the Washington City Management Association (WCMA), an affiliate of the ICMA. These listed key programs have been discussed and jointly planned in contacts during the past months. (Especially during the 20th anniversary tour celebrations in May/June, 2024)

Key Programs:

- English Language Summer Camp, and Teachers' Workshop---In July; site and organization by Krapkowice, Jolanta Mysluk, coordinator; Possible participation by students from Wolon, PL, and perhaps others such as Raca, SK, Lipowa-Lazne, CZ, and/or Ukrainian partners. Camas: Stephen Baranowski and Shelby Martinson, coordinating.
- 2 Middle School Exchange: Zabierzow Middle-school students to Camas, June; Gosia Tomczyk—coordinator with assistance from Renate Pedrys; Camas—Shelby Martinson
- 3 Professional cooperation: potential follow-up from 2024 cooperation, which included ICMA conference participation by Polish professionals. This could include: community consultation (probably in Swietokrzyskie Province in cooperation with Forum/Foundation and selected site/sites) This could include seminars, meeting with regional groups. Agnieszka Magon and Anna Kowalska, Hubert D., and Lloyd coordinating
- 4 Cultural initiatives:
 - Artists Workshop---April 30—May 8---Krakow, with some cooperation and artists site exposures to the scenic community of Zabierzow, and interested "friends of art". M. Tomczyk, and Mayor for coordination; Ulrike Halverson and Randy Hale (Artist)— organizers.
 - Possible, research and background for additional writing---either for "Silesia Stories, 2nd addition, or "Model Cities", initial version. Jolanta, Mayor Buras, and Lloyd
- 5 Other? Are there other or more valued key activities? Is there potential for support and/or cooperation with Ukrainian partners? Big Questions. Great "big picture" questions.

Lh, v. 2, Nov. 7, '2024, approved by partners, December & January

WCMA Membership Report, March 2025

Year	February	March	June	August	October		
2020	118		144	156			
2021	94		136	172			
2022	129		149	195			
2023	135	180		194			
2024	140	208	242	269	298		
2025	186	200					

Number of Members

WASHINGTON CITY/COUNTY MANAGEMENT ASSOCIATION Statements of Activities YTD Actual as a Percentage of Yearly Budget As of March 10, 2025

REVENUES	Actual 3/10/2025	Yearly Budget	YTD Budget %	Notes
Membership Dues	40,422	50,000	80.8%	
NW Regional Conference	31,390	80,000	39.2%	
Summer Annual Conf-meals/reg		50,000	0.0%	
Conference Sponsorships	42,800	45,000	95.1%	
ICMA Senior Advisor Reimbursement	47	3,750	1.2%	
NW Women's Leadership Academy	2,400	35,000	6.9%	
Total Revenues	117,059	263,750	44.4%	
EXPENSES				
Summer Annual Conference		60,000	0.0%	
NW Regional Conference	28,904	85,815	33.7%	
Board of Directors Meetings	772	1,000	77.2%	
Senior Advisors	582	7,500	7.8%	
ICMA Student Chapter (UW Evans School)		2,000	0.0%	
Scholarships		5,500	0.0%	
Awards Programs		1,800	0.0%	
International Contingency		1,000	0.0%	
Travel Support-ICMA Conference		2,000	0.0%	
NW Women's Leadership Academy	2,190	35,750	6.1%	
ICMA Professional Management Fund		1,000	0.0%	
ICMA Coaching Program		1,000	0.0%	
Professional Services		45,885	0.0%	
Office Supplies		500	0.0%	
Insurance		1,500	0.0%	
Bank Service Charge	2,298	10,000	23.0%	
State and City Taxes		1,500	0.0%	
Total Expenses	34,747	263,750	13.2%	
EXCESS REVENUES (EXPENSES)	82,312			
Beginning Balance on 01/01/25	\$151,016			
Balance as of 03/10/25	233,328			
Cash	\$213,056.80			
<u>Prepaid Expenses</u> Summer 2025 Meeting - Marcus Whitman Summer 2026 Meeting - 3 Rivers CC	\$14,321.00 \$3,250.00			
Summer 2027 Meeting - Historic Davenport	\$2,700.00			
	\$20,271.00			

This agreement ("Contract") is by and between the Municipal Research and Services Center of Washington ("MRSC") and the Washington City/County Management Association ("WCMA").

I. Purpose

Its purpose is to establish a cooperative relationship whereby the parties can most effectively fulfill their mutual obligations including MRSC's obligation to the State of Washington to provide education and training to municipal officials of the state, and WCMA 's obligations to provide education to such officials who comprise its membership. WCMA elects new officers each year and has a need for continuity of certain administrative services on a yearly basis and MRSC is willing to provide such services.

All participants in various WCMA programs should be fully apprised of MRSC's Executive Coordinator role. The WCMA President and MRSC Executive Director will be the primary contact/referral people for each organization, respectively, and will be responsible for the management of this agreement.

It is understood and agreed that MRSC shall provide to WCMA the following services through MRSC's office in Tacoma, Washington.

II. Services

Board and Committee Chair Support

- Prepare meeting agendas with the WCMA President.
- Attend WCMA board meetings and take minutes.
- Establish and coordination regular Executive Board conference calls.
- Provide support to Board members in maintaining and updating WCMA webpages.
- Coordinate orientation for new board members.
- Contact and receive updates from committee chairs on a regular basis.
- Post committee descriptions and committee chair contacts on the website.
- Coordinate follow-up actions from the Board and Executive Board meetings.

Membership

- Provide online membership signup/renewal for members.
- Maintain updated membership database and members list directory.
- Maintain familiarity with activities and respond to requests for information about WCMA to keep the membership apprised of organizational activities.
- Broadcast e-mail announcements to WCMA membership as requested by the WCMA Board. E-mail content will be provided to MRSC for distribution.
- E-mail new member welcome information as directed by the WCMA membership committee.

Annual Election

- Prepare notice of election and petition availability.
- Prepare and distribute election ballots.
- Collect and tabulate ballots.
- Report results to President.

Accounting

MRSC will provide accounting services and support WCMA in tracking and reporting all WCMA revenue and expenses. The WCMA Board role will be that of oversight and overall management of the WCMA finances, including review of financial statements.

MRSC accounting functions include:

- Process invoices for payment.
- Process travel and others expense reimbursement.
- Maintain vendor records including W-9s and filing 1099.
- Prepare deposits, record and post check receipt.
- Keep track of conference activities; record conference revenue and expenses; prepare conference reports.
- Reconcile bank statements; prepare journal entries and budget reports.
- Prepare the quarterly and annual financial statements.
- Prepare Financial Report for each Board meeting.
- Prepare Annual Budget for WCMA.

<u>Newsletter</u>

- Prepare a template for an electronic newsletter and produce three (3) editions of the newsletter per calendar year.
- Solicit articles for the newsletter.
- Develop additional content, including news on professional transitions with the assistance of the senior advisors.

Conferences

- Provide online registration to conference registrants.
- E-mail conference announcements to WCMA members and others as requested.
- Manage registrations and respond to daily inquiries specifically concerning the conference.

- Coordinate and prepare conference materials, including final agenda, registered attendees list, badges, and sponsor posters.
- Maintain registrant list and conference reports showing updated counts on website for use by conference committee members.
- Post conference materials on website.
- Collect and deposit registration fees. Reconcile cash and credit card receipts with conference registration database.
- Send reminder notices to unpaid attendees.
- Follow up with conference sponsors to coordinate payment, site logistics and registration process.

Other

- Maintain WCMA website.
- Maintain WCMA's permanent address and telephone number at MRSC.
- Maintain and update WCMA letterhead template.
- Maintain permanent historical documents and archived accounting records in accordance with a seven-year records retention policy.

III. Payment

Both MRSC and WCMA desire to mutually benefit from this relationship by providing services to municipal officials and municipalities as a joint and cooperative effort. As part consideration for these services, WCMA will pay MRSC \$43,160 annually during the term of this Contract, disbursement to be remitted in equal quarterly payment for its services under Section II. To this end, WCMA will pay MRSC \$10,790 quarterly upon receipt of a completed invoice.

WCMA will reimburse MRSC for all direct expenditures made on behalf of WCMA in connection with providing the above administrative services, such as postage, copying, computer supplies, conference app, etc.

IV. Effective Date and Term

This contract shall be in effect from January 1, 2025 to December 31, 2025, both dates inclusive. The contract may be cancelled by either party as provided in Section VII.

V. Relationship of Parties

MRSC agrees that it will perform the services under this Contract as an independent contractor and not as an agent, employee, or servant of WCMA. Nothing in this Contract shall be construed to render the parties partners or joint venturers.

VI. Hold Harmless and Indemnification

Each party shall defend, indemnify, and hold the other party harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising from any negligent act or omission that party's officers, employees, volunteers, and agents in connection with the performance of this Contract.

VII. Termination

This Contract may be terminated, with or without cause, by written notice of either party to the other. Termination shall be effective ninety (90) days after written notice. In that event, all finished or unfinished documents or other material prepared by MRSC pursuant to this Contract shall be submitted to WCMA and MRSC shall be entitled to receive compensation for all satisfactory work completed prior to the date of suspension or termination.

VIII. Non-assignment

MRSC shall not subcontract or assign any of the rights, duties, or obligations imposed upon it by this Contract without the prior express written consent of WCMA.

IX. Governing Law and Venue

This Contract shall be governed by the laws of the State of Washington.

X. Ownership of Materials

Ownership of the originals and all copies of any computer data files, reports, and any other documents developed, compiled, or produced as a result of this Contract, whether or not completed, shall be vested in WCMA, except those intended as mutual collaborations.

XI. Records Availability

MRSC makes its non-exempt records available to records requestors in response to requests. MRSC shall make available to the WCMA or their duly authorized representatives, upon reasonable notice, any time during MRSC's normal operating hours, all records, books, or pertinent information which MRSC shall have kept in conjunction with this agreement and which WCMA may be required by law to disclose or which may be required for the purposes of funding the services under this contract.

WCMA shall make available to MRSC or its duly authorized representatives, upon reasonable notice, any time during WCMA's normal operating hours, all records, books, or pertinent information which WCMA shall have kept in conjunction with this agreement and which MRSC may be required by law to disclose or which may be required for the purposes of funding the services under this contract.

XII. Severability

Should any clause, phrase, sentence or paragraph of this Contract be declared invalid or void, the remaining provisions of this Contract shall remain in full force and effect.

XIII. Complete Agreement

This Contract constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded. This Agreement may be amended, modified, or added to only by a written instrument properly signed by both parties hereto.

XIV. Contacts

The WCMA President and the MRSC Executive Director will be the primary contact/referral people for each organization and will be responsible for the management of this Contract.

XV. Electronic Signatures

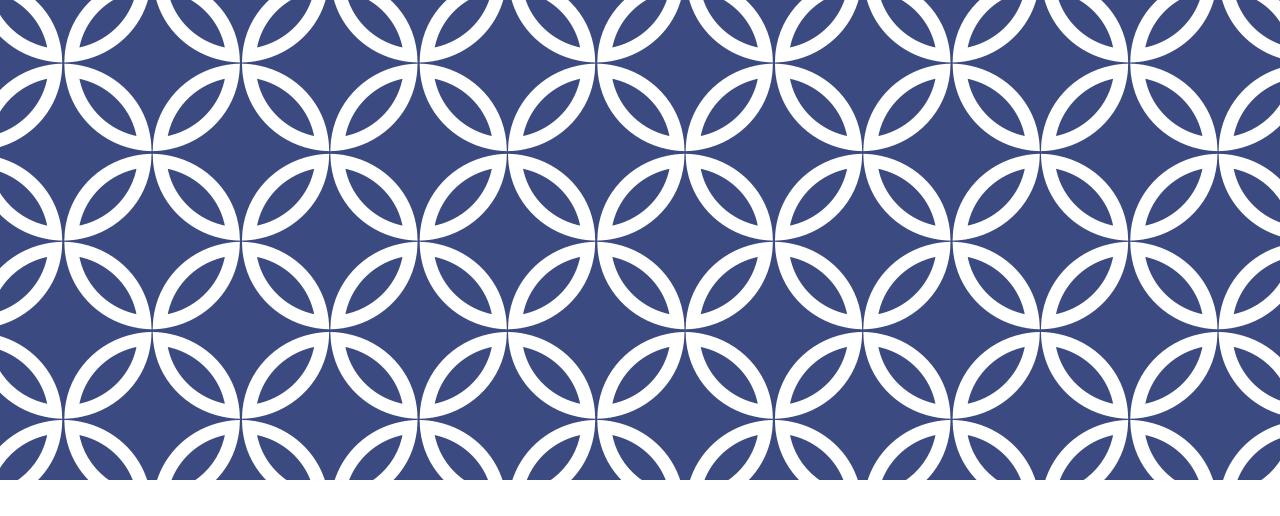
The parties agree and consent to the use of electronic signatures solely for the purposes of executing this Contract or any related transactional document. Such electronic signature shall be deemed to have the same full and binding effect as a wet signature.

XVI. Authority

Each signatory to this Contract represents that he or she has full and sufficient authority to execute this Contract on behalf of MRSC or WCMA, as the case may be, and that upon execution of this Contract it shall constitute a binding obligation of MRSC and WCMA.

Dated this 12th day of March 2025.

Melanie Harding, Executive Director Municipal Research and Services Center **Rich Huebner, President** Washington City/County Management Association



WCMA COMMITTEE ASSIGNMENTS

CONFERENCE PLANNING & SPONSORSHIPS

- Katrina Knutson & Leslie Harris, Co-Chairs
- Rich Huebner
- Laura Philpot
- Heidi Behrends Cerniway
- Amy Buckler
- Tyler Christian
- Mike Rizzitiello

COMMUNICATIONS

- Subcommittee: Public Engagement Community of Practice
 - John Mauro, Chair
 - Elizabeth Chamberlain
 - Katrina Knutson
 - Scott MacColl
 - Deanna Dawson
 - Heidi Behrends Cerniwey
 - Stephanie Lucash
 - Melanie Harding

I-NAPA AFFILIATION

MEMBERSHIP VALUE

- Stephanie Lucash, Chair
- Amy Buckler
- John Mauro

- Stephanie Lucash, Chair
- Bristol Ellington
- John Mauro
- Leslie Harris

VETERANS COMMITTEE

- Tyler Christian, Chair
- Leslie Harris

REGIONAL BOARD RESPONSIBILITIES

- Rich Huebner, Chair
- Laura Philpot
- Katrina Knutson
- Stephanie Lucash
- Scott MacColl
- Mike Rizzitiello

WCMA/AWC PARTNERSHIP

- Rich Huebner, Chair
- Laura Philpot
- Katrina Knutson
- Stephanie Lucash
- Amy Buckler
- Deanna Dawson
- Melanie Harding