

## **CITY OF WILSONVILLE PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the Government Relations and Lobbying Services Project (“Project”) is made and entered into on \_\_\_\_\_ (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **CFM Strategic Communications, Inc.**, doing business as **CFM Advocates** (hereinafter referred to as “Consultant”).

### **RECITALS**

WHEREAS, the City requires services which Consultant is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Consultant represents that Consultant is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Consultant is prepared to provide such services as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

### **AGREEMENT**

#### **Section 1. Scope of Work**

Consultant shall diligently perform the government relations and lobbying services according to the requirements identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”). The existence of this Agreement between the City and Consultant shall not be construed as the City’s promise or assurance that Consultant will be retained for future services beyond the Scope of Work described herein.

#### **Section 2. Term**

The term of this Agreement shall be from the Effective Date until June 30, 2028, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. Thereafter, the City will have the option to renew this Contract for up to two (2) additional two (2) year periods, by written amendment to this Contract.

#### **Section 3. Confidentiality**

Consultant shall maintain the confidentiality of any information to which Consultant may have access by reason of this Agreement. Consultant warrants that Consultant’s employees or agents assigned to the Services provided in this Agreement shall be clearly instructed to maintain this confidentiality. No information, news, or press releases related to the Services, whether made to

representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

#### **Section 4. Compensation**

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a cost plus fixed price basis, guaranteed not to exceed **One Hundred Eighty-Eight Thousand One Hundred Fourteen Dollars (\$188,114)**, for performance of the Services ("Compensation Amount"). The City will submit a monthly retainer of **Six Thousand Thirty-Eight Dollars (\$6,038)** from April 1, 2026 through June 30, 2026. Thereafter, the City will submit a monthly retainer of **Seven Thousand Dollars (\$7,000)** from July 1, 2026 through June 30, 2028. In addition, the City will provide mileage reimbursement in an amount not to exceed **One Thousand Dollars (\$1,000)** per year. Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

4.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, a written Addendum to this Agreement must be executed in compliance with the provisions of **Section 16**.

4.3. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Consultant as promptly as is reasonably possible.

4.4. Consultant's Compensation Amount is all-inclusive and includes, but is not limited to, all work-related costs, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers' compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, tariffs, and all other indirect and overhead charges, including, but not limited to, the Oregon Corporate Activity Tax (CAT).

#### **Section 5. City's Rights and Responsibilities**

5.1. The City will designate a Project Manager to facilitate day-to-day communication between Consultant and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

5.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2025-26. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 13**.

## **Section 6. City's Project Manager**

The City's Project Manager is Everett Wild. The City shall give Consultant prompt written notice of any re-designation of its Project Manager.

## **Section 7. Consultant's Project Manager**

Consultant's Project Manager is Dale Penn II. In the event that Consultant's designated Project Manager is changed, Consultant shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Consultant's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Consultant that is not from Consultant's designated Project Manager, the City may request verification by Consultant's Project Manager, which verification must be promptly furnished.

## **Section 8. Subcontractors and Assignments**

8.1. Consultant shall not subcontract with others for any of the Services prescribed herein, assign this Agreement, or assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Any attempted assignment of this Agreement without the written consent of the City will be void.

8.2. The City hereby agrees that Consultant will contract with The Leo Company ("Subcontractor") to provide its French Prairie Forum management and limited government relations consulting, as approved by Contractor and the City, which is a critical part of this Agreement. Consultant acknowledges such work will be provided to the City pursuant to a subcontract between Consultant and Subcontractor and no privity of contract exists between the City and Subcontractor. Processing and payment of billings from Subcontractor is solely the responsibility of Contractor. No other subcontractors are authorized by the City for this Project.

## **Section 9. Consultant Is Independent Contractor**

Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 4** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

## **Section 10. Consultant Responsibilities**

10.1. Consultant and Subcontractor must be registered with the Oregon Government Ethics Commission (OGEC) to conduct lobbying with legislators and public officials, or be registered within thirty (30) days of the execution of this Agreement. Consultant and Subcontractor

must be, and must remain during the term of this Agreement, in good standing concerning standards of conduct and the filing of periodic expenditure and other required reports, and must have no outstanding penalties from OGEC.

10.2. Consultant must make prompt payment for any claims for labor, materials, or services furnished to Consultant by any person in connection with this Agreement as such claims become due. Consultant shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Consultant. If Consultant fails, neglects, or refuses to make prompt payment of any such claim, the City may, but shall not be obligated to, pay such claim to the person furnishing the labor, materials, or services and offset the amount of the payment against funds due or to become due to Consultant under this Agreement. The City may also recover any such amounts directly from Consultant.

10.3. Consultant must comply with all applicable Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Consultant shall make all required workers' compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings required by law, including, but not limited to, taxes, including payroll, income, Social Security (FICA), and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

10.4. No person shall be discriminated against by Consultant in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City.

## **Section 11. Indemnity**

11.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim to the extent directly or indirectly caused by Consultant's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement; the negligent acts, omissions, errors, or willful or reckless misconduct of Subcontractor; all costs incident to Consultant's hiring of assistants or employees; or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder,

violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 11.2**. For those claims based on professional liability (as opposed to general liability or automobile liability), Consultant shall not be required to provide the City's defense but will be required to reimburse the City for the City's defense costs incurred in any litigation to the extent they result, directly or indirectly, from the negligent acts, omissions, errors, or willful or reckless misconduct by Consultant.

**11.2. Standard of Care.** In the performance of professional services, Consultant agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Consultant's profession practicing in the Portland metropolitan area. Consultant will re-perform any Services not meeting this standard without additional compensation. Consultant's re-performance of any Services, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Consultant's failure to perform in accordance with the applicable standard of care of this Agreement or within the prescribed timeframe.

## **Section 12. Insurance**

**12.1. Insurance Requirements.** Consultant and Subcontractor must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance of this Agreement:

**12.1.1. Commercial General Liability Insurance.** Consultant and Subcontractor shall obtain, each at their own expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **Two Million Dollars (\$2,000,000)** for each occurrence and **Three Million Dollars (\$3,000,000)** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **Two Million Dollars (\$2,000,000)** per occurrence, Fire Damage (any one fire) in the minimum amount of **Fifty Thousand Dollars (\$50,000)**, and Medical Expense (any one person) in the minimum amount of **Ten Thousand Dollars (\$10,000)**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

**12.1.2. Professional Errors and Omissions Coverage.** Consultant and Subcontractor agree to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than **Two Million Dollars (\$2,000,000)** per claim and aggregate. Consultant and Subcontractor shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant or Subcontractor. Such policy shall have a retroactive date effective before the commencement of any work by Consultant or

Subcontractor on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years after termination of this Agreement.

12.1.3. Business Automobile Liability Insurance. If Consultant or Subcontractor will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant and Subcontractor have business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per accident shall not be less than **Two Million Dollars (\$2,000,000).**

12.1.4. Workers' Compensation Insurance. Consultant and Subcontractor, and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers' Compensation Law, shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **Five Hundred Thousand Dollars (\$500,000)** each accident.

12.1.5. Insurance Carrier Rating. Coverages provided by Consultant and Subcontractor must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

12.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant's liabilities hereunder in Commercial General Liability, Automobile Liability, and Excess Liability insurance coverages. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 07 04 or its equivalent, and products and completed operations via ISO Form CG 2037 07 04 or its equivalent. Coverage shall be Primary and Non-Contributory, with the exception of Professional Errors and Omissions Coverage and Workers Compensation. Waiver of Subrogation endorsement under Consultant's Commercial General Liability, Automobile Liability, and Workers Compensation policies shall be provided via ISO Form CG 2404 07 04 or its equivalent. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or non-renewal of the insurance policies required hereunder. Consultant must be an additional insured on the insurance policies obtained by Subcontractor.

12.1.7. Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, Consultant shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates and the Additional Insured

Endorsements have been received and approved by the City. Consultant agrees that it will not terminate or change its coverage during the term of this Agreement without giving the City at least thirty (30) days' prior advance notice and Consultant will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage that fails to meet the terms of this Agreement, as provided above.

**12.2. Primary Coverage.** The coverage provided by the Commercial General Liability and Business Automobile Liability policies shall be primary, and any other insurance carried by the City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are "Claims Made" policies, Consultant will be required to maintain such policies in full force and effect throughout any warranty period.

### **Section 13. Early Termination; Default**

13.1. This Agreement may be terminated prior to the expiration of the agreed upon terms:

13.1.1. By mutual written consent of the parties;

13.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person; or

13.1.3. By Consultant, effective upon seven (7) calendar days' prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of Consultant, where such default is not cured within the seven (7) calendar day period by the City. Withholding of disputed payment is not a default by the City.

13.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Consultant shall be liable for all costs and damages incurred by the City as a result of the default by Consultant, including, but not limited to, all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant with written notice of the default and a period of ten (10) calendar days to cure the default. If Consultant notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) calendar day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, which agreed upon extension must be in writing and signed by the parties prior to the expiration of the cure period. Unless a written, signed extension has been fully executed by the parties, if Consultant fails to cure prior to expiration of the cure period, the Agreement is automatically terminated.

13.3. If the City terminates this Agreement for its own convenience not due to any default by Consultant, payment of Consultant shall be prorated to, and include, the day of termination and shall be in full satisfaction of all claims by Consultant against the City under this Agreement.

## **Section 14. Survival**

Termination under **Section 13** shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. In particular, **Sections 3, 10.3, 11, 13.2, 17, 18, and 19** will survive the expiration of the term of this Agreement, or termination of this Agreement under **Section 13**. Consultant shall surrender to the City items of work or portions thereof, for which Consultant has received payment or the City has made payment.

## **Section 15. Suspension of Services**

The City may suspend, delay, or interrupt all or any part of the Services for such time as the City deems appropriate for its own convenience by giving written notice thereof to Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within Consultant's control. The City shall not be responsible for Services performed by Subcontractor after notice of suspension is given by the City to Consultant. Should the City suspend, delay, or interrupt the Services and the suspension is not within Consultant's control, then the City shall extend the time of completion by the length of the delay.

## **Section 16. Modification/Addendum**

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) business days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. The City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum to this Agreement. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

## **Section 17. Access to Records**

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit,

examination, excerpts, and transcripts during the term of this Agreement and for a period of four (4) years after termination of this Agreement, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

## **Section 18. Notices**

Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or three (3) calendar days after having been deposited in the United States mail as first class mail or certified mail, return receipt requested, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City:	City of Wilsonville Attn: Everett Wild, Government Relations Manager 29799 SW Town Center Loop East Wilsonville, OR 97070
To Consultant:	CFM Strategic Communications, Inc., dba CFM Advocates Attn: Dale Penn II 10260 SW Greenburg Road, Suite 400 Portland, OR 97223

## **Section 19. Miscellaneous Provisions**

19.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these or any other documents, the provisions of this Agreement shall control, and the terms most favorable to the City, within the City's sole discretion, will apply.

19.2. Legal Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement may be enforced by an action at law or in equity.

19.3. No Assignment. Consultant may not assign this Agreement, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

19.4. Adherence to Law. In the performance of this Agreement, Consultant shall adhere to all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including, but not limited to, laws, rules, regulations, and policies concerning employer and employee relationships, workers' compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Consultant is required by law to obtain or maintain in order to perform the Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

19.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

19.6. Jurisdiction. Jurisdiction and venue for any dispute will be in Clackamas County Circuit Court.

19.7. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

19.8. Severability. If any provision of this Agreement is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Agreement shall remain in full force and effect, to the greatest extent allowed by law.

19.9. Modification. This Agreement may not be modified except by written instrument executed by Consultant and the City.

19.10. Time of the Essence. Time is expressly made of the essence in the performance of this Agreement.

19.11. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included.

19.12. Headings. Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

19.13. Number, Gender and Captions. In construing this Agreement, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

19.14. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The

obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Agreement gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

19.15. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

19.16. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party, and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

19.17. Entire Agreement. This Agreement and all documents attached to this Agreement represent the entire agreement between the parties.

19.18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument.

*[Signatures on following page]*

19.19. Authority. Each party signing on behalf of Consultant and the City hereby warrants actual authority to bind their respective party.

The Consultant and the City hereby agree to all provisions of this Agreement.

**CONSULTANT:**

**CFM Strategic Communications, Inc.,  
dba CFM Advocates**

By: \_\_\_\_\_

Name: \_\_\_\_\_

As Its: \_\_\_\_\_

**CITY:**

**City of Wilsonville**

By: \_\_\_\_\_

Name: \_\_\_\_\_

As Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

**City of Wilsonville Legal Counsel**

## EXHIBIT A

### SCOPE OF WORK

Under this Scope of Services, CFM Advocates will:

#### Strategic Counsel

- Provide expert public and government affairs counsel and strategic advice to advance the interests of the City of Wilsonville as established by the City Council.
- Monitor changes in state, regional, and local government policies that influence the policies and interests of the City of Wilsonville and advise on action to be taken.
- Advise on the development of the City of Wilsonville annual legislative agenda and supporting materials, suggest strategies for implementation of City priorities.
- Assist City staff in drafting, reviewing, amending, supporting, and opposing proposed legislation.
- Provide “as requested” assistance to the Government Relations Manager to attend meetings and coordinate with various officials and groups in support of the City’s legislative agenda and public affairs program.

#### Lobbying

- Establish, strengthen, and maintain positive working relationships with state legislators, staff, and agencies; state advisory boards/commissions; Portland metro-area mayors and city councilors; chambers of commerce and similar civic organizations; other lobbyists; and other key government, non-profit, and private sector stakeholders.
- Alongside the Government Relations Manager, secure sponsors and advocate for City of Wilsonville legislative priorities with the Oregon State Legislature, State of Oregon State Agencies, Metro, and other local governments and government associations.
- Review State of Oregon revenue forecasts and proposed and adopted budgets and provide expert revenue and fiscal analysis.
- Coordinate and strategize preparation of City of Wilsonville written and verbal testimony at legislative hearings, including drafting letters and talking points if requested.
- Attend, remotely or in person, work groups, coalition meetings, and legislative sessions and hearings to monitor evolving legislation and inform the Government Relations Manager of actions, opinions, trends, and proposals that may affect the City.
- Attend regional and League of Oregon Cities lobby coordination meetings and represent the City at League of Oregon Cities meetings and events in the absence of the Government Relations Manager.
- Build coalitions with other governments to effectively represent City of Wilsonville interests at the Legislature and in other governmental forums through cooperation with other jurisdictions and associations, with special attention to economic development, land use, and transportation policy areas.

### **French Prairie Forum**

- Work with Clackamas and Marion counties and the seven neighboring city governments through the French Prairie Forum to coordinate policies concerning the area south of the Willamette River.
- Under the direction of the Government Relations Manager, plan, staff, coordinate, attend, and facilitate French Prairie Forum meetings.

### **Task 4 – Communications**

- Attend weekly coordination meetings with the Government Relations Manager and coordinate closely with the Government Relations Manager during Oregon State Legislative Sessions.
- In collaboration with the Government Relations Manager, review and present an annual legislative report to City Council.
- Schedule meetings with legislative offices and provide follow-up from meetings.
- Monitor news media and provide expert advice and counsel of emerging news stories to the City through normal reporting channels.