



Supplemental City Council Meeting Agenda  
August 08, 2023  
6:30 PM

**NEW BUSINESS**

- 3.5 THE MATTER OF APPROVING AN AGREEMENT WITH TATE PUBLIC AFFAIRS AS THE LOBBYIST/CONSULTANT FOR THE SMALL MUNICIPALITY ADVOCACY COALITION (SMAC)**

**STAFF REPORT:**

Exhibit A: Proposed Contract

**ACTION: MOTION TO AUTHORIZE THE CITY ADMINISTRATOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF HARRISBURG**

Agenda Bill  
**Harrisburg City Council**  
Harrisburg, Oregon

**THE MATTER OF APPROVING AN AGREEMENT WITH TATE PUBLIC AFFAIRS AS THE LOBBYIST/CONSULTANT FOR THE SMALL MUNICIPALITY ADVOCACY COALITION (SMAC)**

**STAFF REPORT:**

Exhibit A: Proposed Contract

**ACTION: MOTION TO AUTHORIZE THE CITY ADMINISTRATOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF HARRISBURG**

**THIS AGENDA BILL IS DESTINED FOR:** Agenda – August 8, 2023

<b>BUDGET IMPACT</b>		
COST	BUDGETED?	SOURCE OF FUNDS
\$3,900	Yes	GENERAL FUND – GOVERNMENT SERVICES \$7,500

**STAFF RECOMMENDATION:**

**Staff recommends City Council authorize the City Administrator to sign the Agreement with Tate Public Affairs**

**BACKGROUND INFORMATION:**

During the meeting held on April 11, 2023, the City Council heard a presentation from Staff, Lobbyist Sean Tate of Tate Public Affairs, and the Brownsville City Administrator Scott McDowell, inviting the Harrisburg City Council to join the organization that is now known as the Small Municipality Advocacy Coalition (SMAC). The City Council voted unanimously to join SMAC at that meeting.

The SMAC Coalition currently includes the cities of Brownsville, Monroe, Halsey, Scio and Sodaville. SMAC members will be reaching out to the other small cities in Oregon to create a true coalition of small cities.

This agreement is solely with Sean Tate, as the owner of Tate Public Affairs. Therefore, the City will not be responsible for any City than our own. Costs are shared proportionally between the City’s that are part of SMAC. Harrisburg will be charged \$325 per month for these services. If Harrisburg should wish to obtain more services than those initiated and agreed upon by the coalition, then we can enter into an addendum specifying the services to be provided, along with payment for those additional services.

The term of the Agreement is through June 30, 2024. In June, we can review the terms of the agreement, and determine if we wish to continue the program. We feel that this program will provide us with a louder voice than what we currently have. This will ultimately serve us as we continue to battle regulatory and state requirements that are extreme and costly for small cities to bear.

REVIEW AND APPROVAL:



08.07.23

Michele Eldridge Date  
City Administrator

# T A T E

public affairs

**City of Harrisburg**  
and  
**Tate Public Affairs**

**PROFESSIONAL SERVICES AGREEMENT RELATING TO SMAC-OREGON CONSULTING**

This Consulting Agreement (the “Agreement”) between **City of Harrisburg** (known as the “City” or “Client”) and **Tate Public Affairs** (“Consultant”), hereinafter the “Parties”, is entered into **effective June 1, 2023**.

- I. Services** Consultant will provide public affairs consulting services (the “Services”) to the Client per the attached SMAC-Oregon Scope of Work (addendum A).
- II. Compensation** Client will pay Consultant a monthly fee on or before the 15<sup>th</sup> of the month for consulting services per the Client’s indicated preference of invoice frequency.

Term: 12 Months

Monthly Fee: \$325.00

Quarterly Fee: \$975.00

Annual Fee: \$3,900.00

Client agrees to pay Consultant for ongoing professional services at the direction of the Client. Material changes or additions to the Scope of Work during the term of the agreement may require a change to the monthly fee. Any changes to the Scope of Work must be agreed to in writing and signed by both parties.

The Client will reimburse the Consultant for direct reasonable expenses requested by The Client and incurred in the performance of services as necessitated by the scope of work. Reimbursement amounts will be calculated separately and in addition to the monthly fee.

*\*\*Usual and customary expenses including mileage, materials, meals, and entertainment with Client approval.*

III. **Consultant** Consultant is and shall be considered a private independent contractor.

IV. **Confidentiality**

a. **Confidential/Proprietary Information** In the course of performing Services, the Consultant will be exposed to confidential and proprietary information of the Client. Confidential information shall mean any data or information that is competitively sensitive material and generally not known to the public, including but not limited to, information relating to development and plans, marketing strategies, finance, operations, systems, concepts, documentation, reports, data, specifications, software including source and object code, flowcharts, databases, inventions, knowhow, trade secrets, customer lists, customer relationships, customer profiles, supplier lists, supplier relationships, supplier profiles, pricing, sales and financial estimates, business plans and internal performance results relating to the past, present or future business activities, technical information, designs, processes, procedures, formulas or improvements, which Client considers confidential and proprietary. Consultant acknowledges and agrees that the Confidential Information is valuable property of Client and is worthy of protection.

b. **Confidentiality Obligations** Except as otherwise expressly permitted in this Agreement, consultant shall not disclose or use in any manner, directly or indirectly, and Confidential Information either during the term of this agreement or at any time thereafter, except as required in the performance of Services or with Client’s prior written authorization.

c. **Rights in Confidential Information** All Confidential Information disclosed to Consultant by Client is and shall remain the sole and exclusive property of Client, and is disclosed or permitted to be acquired by Consultant solely in reliance of Consultant agreement to maintain the Confidential Information in confidence and not to use or disclose the Confidential Information to any other person. Except as expressly provided herein, this Agreement does not confer any right, license, ownership, or other interest in or title to the Confidential Information to Consultant.

V. **Creative Work** Creative work means any artistic, electronic, sound, image, design, layout, copywriting, produced or designed collateral materials or other creative work product that Consultant creates, develops, or has created or developed by a third party, and which was created in connection with performance of SMAC-Oregon services. Consultant retains ownership and copyright interest in the Creative Work.

VI. **Agreement Termination** Unless agreed to by all parties in writing, this agreement shall auto-renew at expiration of the initial agreement for a term of equal length.

**VII. Early Termination** Early termination of this agreement is allowed regardless of cause and requires a minimum of 30 days' notice be provided to the other party, in writing, (Client or Consultant) by the party terminating the agreement. Notices of termination should be delivered as per General Terms VIII(d).

**VIII. General Terms**

- a. **Assignment** The interests of Consultant are personal to Consultant and cannot be assigned transferred or sold without the prior written consent of Client.
- b. **Entire Agreement** This agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, understandings and agreement between the Parties.
- c. **Amendments** No supplement, modification, or amendment of this agreement will be binding unless executed and agreed to in writing by both Parties.
- d. **Notices** Any notice or other communication that would be considered beyond the scope of normal execution of the Agreement, and given or made to either party under this agreement, shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address contained within this agreement or to another address that either party may subsequently designate by notice, or by electronic means by email or fax machine, and shall be deemed given on the date of delivery.
- e. **Waiver** Neither party shall be deemed to have waived any provision of this agreement or the exercise of any rights held under this agreement unless such a waiver is made expressly and in writing. Waiver by either party of a breach or violation of any provision of this agreement shall not constitute a waiver of any subsequent or other breach or violation.
- f. **Further Assurances** At the request of one party, the other party shall execute and deliver such other documents and take such other actions as may be reasonably necessary to affect the terms of this agreement.
- g. **Severability** If any provision of this agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this agreement.
- h. **Termination** The termination of this agreement, regardless of how it occurs, shall not relieve a party of obligations accrued before the termination.

- i. Survival** All provisions of this agreement that would reasonably be expected to survive the termination of the agreement will do so.
- j. Remedies** The Parties will have all remedies available to them at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.
- k. Tate Public Affairs Indemnity** Client and Tate Public Affairs agree to work together strategically to achieve desired policy/other outcomes over time. Due to the fluid and dynamic nature of politics and the political/policymaking process, client understands and agrees that outcomes related to policymaking efforts are beyond the ability of TPA to predict or control.
- l. Indemnification and Hold Harmless.** To the fullest extent of the law, Independent Contractor shall defend, indemnify and hold harmless the CITY, its officials, employees, servants, and agents from and against all claims, demands, and judgments (including attorney fees), made or recovered against them including but not limited to damages to real or tangible personal property or for bodily injury or death to any person, arising out of, or in any manner connected with the performance of this Agreement by Independent Contractor, its officers, employees, and agents.
- m. Insurance.** Independent Contractor shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate. City of Harrisburg, its officials, employees, servants and agents will be named as an additional insured with respect to work or services performed under this agreement. This will apply to both work in progress and completed operations. This insurance shall be primary and shall be paid and applied first in its entirety prior to any application of insurance the CITY may carry on its own. Contractor shall provide and maintain workers' compensation coverage as required by applicable workers' compensation laws.
- n. Governing Law** Oregon Law shall be the governing law.
- o. Signatures** This agreement can be signed in counterparts. A fax transmission or electronic delivery of a PDF signature page will be considered an original signature page. At the request of one party, the other party will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party.

**IN WITNESS WHEREOF, this agreement has been executed and delivered as of the dates indicated below.**

\_\_\_\_\_ Date \_\_\_\_\_

**Michele Eldridge  
City of Harrisburg – City Administrator  
SMAC-Oregon**

\_\_\_\_\_ Date \_\_\_\_\_

**Sean L. Tate  
Tate Public Affairs, Executive Director  
SMAC-Oregon**



# Addendum A - Scope of Proposed Work

## 1. Coalition Leadership Training

- Why This is Important
- Policymaker Engagement
- Legislative Policy Committees
- Tools and Information
- Developing Common Ground and Strategies

## 2. Council Training & Support

- Importance of Policy Committees
- Seats at Tables
- Policymaker Engagement
- Tools and information

## 3. Strategic Alignment Support

- Discuss principles/rules to guide engagement:
  - Policy and budget priorities
  - Vision/Mission
  - When, Why, How and Who
- Leveraging Staff and Council
  - Help Pay Attention
  - Existing Relationships
  - Measures for Protecting the Brand
- Establish procedures for consensus-building/direction.

## 4. Legislative Session Support

- Work with Cities pre-session to identify core issues and likely policy efforts.
- Track legislation; provide weekly reports on activity and engagement opportunities.
- Assistance with strategic analysis of legislation
- Strategic support including written and oral testimony development.

## 5. Additional Services & Information

- Registered as Clients of Tate Public Affairs
- Visiting/observing Councils; availability for questions/presentations
- Available for consultation as needed.