

**RESOLUTION NO. 2914**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THE LEO COMPANY, LLC, FOR GOVERNMENT RELATIONS AND EMERGENCY PREPAREDNESS TRAINING CONSULTING SERVICES.**

WHEREAS, the City of Wilsonville has planned and budgeted for the continuation of government relations services by The Leo Company; and

WHEREAS, the City has retained The Leo Company as its lobbyist for approximately 20 years; and

WHEREAS, during that extensive period of time, The Leo Company has gained deep and extensive knowledge concerning the City of Wilsonville as well as the strategic interests, unique needs and requirements of the City, which cannot be duplicated by any other consultant; and

WHEREAS, the City seeks to provide additional emergency preparedness training opportunities for residents; and

WHEREAS, the Leo Company principle holds Federal Emergency Management Administration (FEMA) Community Emergency Response Team (CERT) trainer certification;

**NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:**

1. City Council authorizes the City Manager to execute on behalf of the City of Wilsonville a three-year Professional Services Agreement with The Leo Company, LLC in substantially similar form to **Exhibit A** attached hereto, which enumerates services to be provided throughout the term of the Contract.
4. This Resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 4<sup>th</sup> day of October, 2021, and filed with the Wilsonville City Recorder this date.

DocuSigned by:  
  
8A974AF3ADE042E...  
Julie Fitzgerald, Mayor

ATTEST:

DocuSigned by:  
*Kimberly Veliz*  
E781DE10276B498...  
\_\_\_\_\_  
Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

EXHIBIT:

- A. Professional Services Agreement with The Leo Company, LLC, for Government Relations and Emergency Preparedness Training Services

**CITY OF WILSONVILLE  
PROFESSIONAL SERVICES AGREEMENT  
(Government Relations and Emergency Preparedness Training Services)**

This Professional Services Agreement (“Agreement”) for Consulting Services (“Services”) is made and entered into on this day of October \_\_, 2021, by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **The Leo Company, LLC**, an Oregon limited liability company (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. Term**

The term of this Agreement shall be for a period of three (3) years from the “Effective Date” of October 18, 2021.

**Section 2. Consultant’s Services**

2.1. Consultant shall diligently perform the government relations consulting Services, primarily focusing on State Legislative affairs, which may also include federal and local legislative affairs as required by issue of concern, to advance the interests of the City of Wilsonville, according to the requirements identified in the Scope of Services for the Project, attached hereto as **Exhibit A** and incorporated by referenced herein.

2.2. Consultant shall diligently perform the emergency preparedness training consulting Services, primarily focusing on community and personal emergency preparedness training to advance the interests of the City of Wilsonville, according to the requirements identified in the Scope of Services for the Project, attached hereto as **Exhibit B** and incorporated by referenced herein.

2.3. 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 Services described herein.

Consultant shall maintain the confidentiality of any information which Consultant may have access to by reason of this Agreement. Consultant warrants that Consultant's employees, if any, assigned to work on the Services provided in this Agreement shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

### **Section 3. Compensation**

3.1. Except as otherwise set forth in this **Section 3**, the City agrees to pay Consultant the monthly retainer fee of FIVE-THOUSAND, TWO-HUNDRED FIFTY dollars (\$5,250) per month for performance of the Services outlined in **Exhibit A** ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

3.2. Starting with anniversary date of the Effective Date at the start of the second and third years of Agreement for services outlined in **Exhibit A**, a standard inflationary rate using the consumer price index of CPI-U West Size A, 12-month percent change to September of current year from September of prior year, will be applied to prior year's Compensation Amount to determine new monthly Compensation Amount for the second year and third year of Agreement.

3.3. Except as otherwise set forth in this **Section 3**, the City agrees to pay Consultant for services provided in **Exhibit B** at the rate of FIVE-HUNDRED DOLLARS (\$500) per community training session for maximum of three (3) community training sessions per fiscal year inclusive of all needed training materials, not to exceed ONE-THOUSAND, FIVE-HUNDRED DOLLARS (\$1,500) per fiscal year.

3.4. Except as otherwise set forth in this **Section 3**, the City agrees to pay Consultant at the rate of ONE-HUNDRED, FIFTY DOLLARS (\$150) per hour, not to exceed FIVE THOUSAND DOLLARS (\$5,000) per fiscal year, for services rendered above and beyond the scopes of this Agreement and that will require an express written Addendum to be executed between the City and Consultant. Examples of such services required by City that Consultant can provide include crisis communications assistance advice and counsel concerning media relations, public communications and other matters identified by the City Manager or the Director of Public and Government Affairs or designee.

3.5. Consultant will be paid on a monthly basis for Services within 10 days of submitting invoice and activity report for each month.

3.6. Consultant's Compensation Amount is all inclusive and includes, but is not limited to, all work-related costs, normal local travel expenses, 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, and all other indirect and overhead charges. Overnight travel and event attendance fees made on behalf of the City, including airfare, meals, and hotel, will be paid by the City upon written approval of the travel itinerary.

### **Section 4. Funding**

4.1 Award and continuation of this Agreement is subject to budget appropriation.

## **Section 5. Consultant Is Independent Contractor**

5.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 3** 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 Services set forth in **Exhibit A and Exhibit B**.

5.2. No subcontracting or assignment of this Agreement is allowed.

5.3. 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 6. Indemnity**

6.1. **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 resulting or allegedly resulting from Consultant's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City 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 6.2**.

6.2. **Standard of Care.** In the performance of the Services, Consultant agrees to use 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 and within the prescribed timeframe.

## **Section 7. Insurance**

7.1. **Insurance Requirements.** Consultant shall 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 under this Agreement:

7.1.1. **Commercial General Liability Insurance.** Consultant shall obtain, at Consultant's 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 **\$2,000,000** for each occurrence and **\$2,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

7.1.2. **Professional Errors and Omissions Coverage.** Consultant agrees 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 **\$2,000,000** per claim. Consultant shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by Consultant 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.

7.1.3. **Business Automobile Liability Insurance.** If Consultant will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$2,000,000**.

7.1.4. **Workers Compensation Insurance.** Consultant 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 **\$500,000** each accident.

7.1.5. **Insurance Carrier Rating.** Coverages provided by Consultant 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.

7.1.6. **Additional Insured and Termination Endorsements.** 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 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. 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 major modification of the insurance policies required hereunder.

**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, as provided above.

7.2. **Primary Coverage.** The coverage provided by these 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 8. Early Termination; Default**

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

8.1.1. By mutual written consent of the parties; or

8.1.2. By the City if Consultant violates any terms of the Agreement, including failure to perform the Scope of Services in accordance with the 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 violation, the City will provide Consultant with written notice of the violation and a period of ten (10) days to cure the violation. If Consultant notifies the City that it wishes to cure the violation but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period. If the violation is not cured within the allowed cure period, the violation will become an Event of Default for which the City may immediately terminate this Agreement. The City shall be entitled to immediately terminate this Agreement, with no cure period, if Consultant fails to maintain the required insurance, Consultant fails to maintain its business license, Consultant loses its status as a recognized lobbyist, or Consultant is convicted of a crime other than a traffic infraction (collectively “Immediate Event of Default”).

8.2. In the event of termination of this Agreement due to an uncured default or any Immediate Event of Default by Consultant, the City shall be entitled to seek any remedy available to it at law or in equity for breach of contract. 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.

8.4 Consultant shall be entitled to terminate this Agreement due to a violation by the City in the performance of any of its obligations hereunder that are not cured within ten (10) days, or some longer period of time agreed to by Consultant, thereby becoming a default under this Agreement.

8.5 Termination under any provision of this Section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination.

### **Section 9. 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 3** of this Agreement, or changes or modifies the Scope of Services 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) days after receipt, make a written request for modification to the City 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 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 10. Access to Records**

The City shall have access, upon request, to all 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 the Agreement, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

### **Section 11. Notices**

Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, 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: Bryan  
Cosgrove  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

To Consultant: The Leo Company, LLC  
Attn: Greg Leo  
9318 Champoeg Road  
NE Aurora, OR 97002

## Section 12. Miscellaneous Provisions

12.1. **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 documents, the provisions of this Agreement shall control, and the terms most favorable to the City, within the City's sole discretion, will apply..

12.2. **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.

12.3. **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.

12.4. **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 and Exhibit B**, shall be obtained and maintained throughout the term of this Agreement.

12.5. **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.

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

12.7. **Legal Action/Attorney Fees.** If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to

enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

12.8. **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.

12.9. **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.

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

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

12.12. **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.

12.13. **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.

12.14. **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.

12.15. **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."

12.16. **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.

12.17. **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.

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

12.19. **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.

12.20. **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:**

**CITY:**

THE LEO COMPANY, LLC

CITY OF WILSONVILLE

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

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

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

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

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

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

Employer I.D. No. \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Barbara A. Jacobson, City Attorney  
City of Wilsonville, Oregon

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**EXHIBIT A**  
**(Scope of Services: Government Relations)**

**The Leo Company, LLC**  
**City of Wilsonville**

Greg & Rachel Leo, Owners of The Leo Company, LLC, propose to the City of Wilsonville the following Scope of Services, Deliverables, and Capabilities:

Under this Scope of Services, The Leo Company will:

- A1. Provide expert public and government affairs counsel and strategic advice to advance the interests of the City of Wilsonville, as determined by the City Council, at the direction of the City Manager and the Director of Public and Government Affairs;
- A2. Serve as the City of Wilsonville legislative liaison and advocate with the Oregon State Legislature, State of Oregon State Agencies, Metro, and other local governments and government associations, as directed by the City Manager and the Director of Public and Government Affairs;
- A3. Advocate the City of Wilsonville Legislative Priorities at the Oregon Legislative Assembly. Suggest strategies for implementing City of Wilsonville Legislative Priorities. Coordinate City written and oral testimony at legislative hearings under the direction of the Director of Public and Government Affairs.
- A4. Attend Legislative Sessions and committee hearings to keep a close eye on legislation that may positively or negatively impact the City and advise the City of suggested action to be taken. Assist City staff in drafting, reviewing, amending, supporting, and opposing proposed legislation and, as requested, coordinate and strategize communications, testimony language, and proposed legislative language.
- A5. Participate in legislative work groups and coalitions to monitor evolving legislation that impacts the City of Wilsonville during all Oregon Legislative Sessions during the term of this Agreement. Inform the Director of Public and Government Affairs of legislative actions, opinions, trends, and proposals which impact the interests of the City of Wilsonville. Advise staff on opportunities to leverage infrastructure funding opportunities.
- A6. Represent the City at regional and League of Oregon Cities lobby coordination meetings. Build coalitions with other local governments to effectively represent City of Wilsonville interests at the Legislature and in other governmental forums. Special emphasis on economic development, land use, and transportation policy which impacts Wilsonville economic well-being. Look for opportunities to leverage our interests through cooperation with other jurisdictions and associations.
- A7. Monitor changes in state, regional, and local government policies which influence the policies and interests of the citizens of Wilsonville, as defined by City Council Policy and City Manager directives.

- A8. 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. Coordinate French Prairie Forum meetings topics and schedule presenters as needed at the direction of the Director of Public and Government Affairs.
- A9. Maintain ongoing relationships with neighboring local governments in Clackamas, Washington, and Marion Counties and develop coordinated policies which benefit the citizens of Wilsonville. Seek opportunities for mutual cooperation and anticipate changes in public policy which impact economic vitality, quality of life, and intergovernmental cooperation in this region.
- A10. Assist the Director of Public and Government Affairs as requested to monitor activities, attend meetings and perform as requested other activities of the Oregon Department of Aviation pertaining to the Aurora State Airport, including activities related to legislative and judicial actions, land-use, transportation and other issues of concern to City.
- A11. Monitor news media and provide expert advice and counsel of emerging news stories to the City through normal reporting channels.
- A12. Work with the Director of Public and Government Affairs on emerging policy issues, including but not limited to tourism and outdoor recreation development, providing advice and counsel at the direction of the Director of Public and Government Affairs. Maintain good relationships with external partners.
- A13. Provide 'as requested' assistance to the Director of Public and Government Affairs to attend meetings, draft speeches and talking points, and coordinate with various officials and groups in support of the City's Public Affairs program.
- A14. Assist staff with Civics Academy and arrange a Civics Academy day or other related activities at the State Capitol or meetings with legislators as requested by Director of Public and Government Affairs or designee. Prepare legislative presentations for the Civics Academy.
- A15. Attend League of Oregon Cities (LOC) events, Kitakata Sister City events, and other events and assist with related City functions as requested by Director of Public and Government Affairs or designee.
- A16. Other duties within this Scope of Services as assigned by the City Manager, or Director of Public and Government Affairs or designee.

## **EXHIBIT B**

### **(Scope of Services: Emergency Preparedness Training)**

#### **The Leo Company, LLC City of Wilsonville**

Greg & Rachel Leo, Owners of The Leo Company, LLC, propose to the City of Wilsonville the following Scope of Services, Deliverables, and Capabilities:

Under this Scope of Services, The Leo Company will:

- B1. Have at least one company principle maintain during the course of the Agreement Federal Emergency Management Administration (FEMA) Community Emergency Response Team (CERT) trainer certification.
- B2. Conduct a maximum of three (3) community training sessions per fiscal year in conjunction with Public Works Department, Wilsonville Police Department and Tualatin Valley Fire and Rescue District, under the direction of Director of Public and Government Affairs or designee, of the CERT procedures and Oregon Office of Emergency Management's "2 Weeks Ready" program that focuses on households being equipped with at least two weeks' worth of food, water and critical supplies and covers topics including being informed, making an emergency plan and building an emergency kit.
- B3. As a component of CERT/2 Weeks Ready training, teach residents key emergency preparedness principles, including conducting welfare checks on neighbors during an emergency and understanding how to report specific community needs to city staff for response.
- B4. Communicate basic safety and emergency preparedness information, including 2 Weeks Ready from Oregon's Office of Emergency Management (OEM), Basic CERT from FEMA and other preparedness materials to city residents.
- B5. Other duties within this Scope of Services as assigned by the City Manager, or Director of Public and Government Affairs or designee.