



**Small Municipalities Advocacy Coalition**  
**★★★ SMAC ★★★**

**INTERGOVERNMENTAL AGREEMENT BETWEEN VARIOUS  
MUNICIPAL CORPORATIONS OF THE STATE OF OREGON**

**PARTIES TO THE AGREEMENT**

This agreement made and entered into this \_\_\_\_ day of April 2023, by and between the following municipalities:

- |             |           |
|-------------|-----------|
| Brownsville | Monroe    |
| Halsey      | Scio      |
| Harrisburg  | Sodaville |

All listed cities are municipal corporations of the State of Oregon, hereinafter called MUNICIPALITY, outside of this agreement, and collectively as CITIES, and hereby partner for the formation of the Small Municipalities Advocacy Coalition hereinafter called SMAC, for the purpose of developing relationships with State & Federal elected officials, developing advocacy capacity and creating future legislation for the region and State. Municipal partners who have joined SMAC will actively seek other municipalities to join SMAC. This will be accomplished by hiring an advocacy expert(s), hereinafter called AGENT, and creating a joint advocacy organization as identified in Exhibit A.

**PURPOSE**

The CITIES are desirous of enhancing advocacy activities that better serve rural Oregon and the citizens each Municipality represents. The CITIES will utilize resources such as personnel time, capacities, facilities and funding to promote the vision, strategy and goals set forth herein. This agreement is authorized and provided for by the provisions of ORS 190.010.

**IN CONSIDERATION OF THE MUTUAL CONVENANTS  
CONTAINED HEREIN, THE PARTIES AGREE TO THE  
FOLLOWING TERMS, PROVISIONS AND CONDITIONS:**

- 1. Financial Obligations by CITIES.** CITIES shall cost share expenses on mutually agreed to terms allowed and authorized by each governing body through each Municipalities manager, administrator or authorized designated agent. Responsibility to



meet financial obligations shall be the sole responsibility of every Municipality who is a party to this agreement.

2. **Services Performed by Third-Party AGENT.** CITIES shall ensure performance of any services rendered on behalf of CITIES meets the goals and objectives of the agreement with AGENT.
3. **Term.** This agreement shall be from May 1<sup>st</sup>, 2023 through and including June 30, 2024. However, the CITIES shall continue until all AGENT and third-party obligations are met once officially authorized by this agreement. CITIES shall review the terms of the agreement and mutually determine if any amendments are desired. For any modification(s) to be effective, any amendment, modification or otherwise shall be in writing and approved by all parties and placed as an attachment or appendices to this agreement.
4. **Indemnification.** To the fullest extent permitted by law, and in accordance with the Oregon Constitution and the Oregon Tort Claims Act, each Municipality participating in this Agreement shall indemnify, defend, save, and hold harmless the other CITIES and its elected officials, employees, volunteers and agents from and against all claims, actions, liabilities, damages, losses, or expenses, arising from actions derived for the purpose of this agreement:  
  
The obligations or rights under this section may not be delegated or assigned without the express consent of the other CITIES.  
  
The obligations contained in this section shall survive the termination of this Agreement.
5. **Entire Agreement.** This Agreement signed by all CITIES is each Municipalities final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the CITIES, their agent and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.
6. **Venue.** Resolution of any disputes arising out of the performance of this contract shall be mediated through a third-party acceptable to that Municipality, and through the Circuit Court of Linn County and/or Benton County as a last resort.
7. **Intent.** The intent of this Agreement is to cooperatively create a working relationship that will be mutually beneficial.

**IN WITNESS WHEREOF**, the CITIES by resolution duly adopted by its respective CITIES Council cause this agreement to be signed by its Mayor and attested by the CITIES Recorder, all on the day and year first above written.

**[Signature Pages to be added individually to the agreement upon execution.]**



## EXHIBIT 'A'

### Deliverables

*(Projected over the life of the agreement)*

#### **Marketing**

- ★ Branding: Creating a professional logo, letterhead and items as needed.
- ★ Website: Creation of a professional website, which shall be accessible by each Municipality.

#### **General Scope | Phase I**

- ★ Councilor Development
  - ▶ Internal Policy Committee Option
  - ▶ Proactive Policy Statement(s)
  - ▶ Shared Vision & Purpose
  - ▶ Position Paper(s) & Templates
- ★ Leverage
  - ▶ Staff & Council Relationship Training
  - ▶ Regional Agenda Items & Emphasis Areas
  - ▶ Strategy & Tactical Development
  - ▶ Regional and/or Statewide Awareness & Sharing
- ★ Recognition
  - ▶ Garnering Seats at the Table [Legislative Processes]
  - ▶ Effect & Efficient Engagement Techniques
  - ▶ Developing City Storyboards & Impacts
- ★ Tools of the Trade
  - ▶ OLIS Overview
  - ▶ Writing Succinct Narratives
  - ▶ Punctuating Effective Inputs
  - ▶ Message Penetration Techniques



#### **Contract Management** [*Scope of Work*]

##### **1. Coalition Leadership Session | 6 Cities Leadership**

Late April – Early May

- Why This is Important



- Policymaker Engagement
- Legislative Policy Committees
- Tools and Information
- Developing Common Ground and Strategies

## 2. Council Training & Support Sessions | [Each City Leadership/Council](#)

### May - October

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

## 3. Strategic Alignment Session | [All Cities/Councils](#)

### December

- 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. Additional Services & Information | [All Cities/Councils](#)

### Ongoing

- Registered as Clients of Tate Public Affairs\*
- Visiting/observing Councils; availability for questions/presentations
- Available to 5 Cities for consultation as needed.