

AGENDA ITEM FOR ADMINISTRATIVE MEETING

( ) Discussion only  
( X ) Action

FROM (DEPT/ DIVISION): Douglas R. Olsen  
County Counsel

SUBJECT: Board Payable - Pendleton

<p>Background: Approval is sought for a payable for the county's share of lobby services for the Pendleton area provided by Oxley &amp; Associates. The payable is before the Board for approval due to the amount.</p>	<p>Requested Action: Approve payable to City of Pendleton in the amount of \$12,000</p>
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ATTACHMENTS: Payable

\*\*\*\*\*For Internal Use Only\*\*\*\*\*

Checkoffs:

- ( ) Dept. Head (copy)
- ( ) Budget (copy)
- ( ) Fiscal
- ( X ) Legal (copy)
- ( ) (Other - List:)

To be notified of Meeting:

Needed at Meeting:

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Scheduled for meeting on: May 23, 2023

Action taken:





City of Pendleton  
500 SW Dorion  
Pendleton, OR 97801  
Phone: (541) 966-0207

# INVOICE

Billed To:  
UMATILLA COUNTY COMMISSIONER  
216 SE 4TH ST  
PENDLETON, OR 97801

DATE: 8/1/2022  
INVOICE #: INV11551  
DUE DATE: 8/31/2022  
TOTAL DUE: 12,000.00

CUSTOMER ACCOUNT # : 00625

FY23 Oxley & Associates Lobbying Services

ITEM DESCRIPTION	UNITS	PRICE	AMOUNT
FY23 Oxley & Associates Lobbying Services (1/3rd Share)	1.00	12,000.00	12,000.00
<b>TOTAL THIS INVOICE</b>			12,000.00

For questions, contact Josh Ernst at (541) 966-0332

REMIT TO:

City of Pendleton  
500 SW Dorion  
Pendleton, OR 97801

Please reference the invoice number on your check. Thank you!



AFFILIATE OFFICES:

- ALASKA
- CALIFORNIA
- WASHINGTON

**PROFESSIONAL SERVICES CONTRACT**

1. Oxley & Associates, Inc. hereafter referred to as "Counsel" agrees to represent the City of Pendleton hereafter referred to as "Client" in all legislative and regulatory issues impacting the Client within the State of Oregon from January 1, 2022 through the 2022 Legislative session and interim, ending December 31, 2022. It is understood representation will include, but is not limited to, preparation and introduction of all necessary legislation and/or amendments impacting the Client; the preparation and delivery of all testimony on behalf of the Client; consultation with individual legislators; preparation of floor debate material as required by legislators; and the implementation and coordination of media strategy, as related to political issues.
2. It is understood between the parties that Counsel is being retained by Client to provide legislative advocacy, including research, correspondence, and consultation necessary in handling the Client's legislative agenda in the State of Oregon.
3. In retaining Counsel for the above-stated purpose, it is understood by the parties that Counsel is working for Client as an independent contractor and will be responsible for any federal and state taxes applicable to the services performed under the terms of this proposal. It is further understood between the parties that Counsel or any of its employees will not be eligible for any benefits, as a result of payments pursuant to this proposal, for social security, Oregon State Workers Compensation or unemployment insurance.
4. Representation of the Client by Counsel will commence on January 1, 2022 through December 31, 2022.
  - A. Commencing January 1, 2022 through December 31, 2022, the Client agrees to pay Counsel \$3,000.00 per month.
5. The above fees include all secretarial support, office space, equipment, legislative publications, normal travel, telephone, postage, and staff. It does not include and Client agrees to reimburse Counsel for any legal opinions that Client and Counsel agree to obtain during the interim or legislative session, and all reasonable pre-approved entertainment and major travel expenses incurred on behalf of Client. Any such expenses shall be billed quarterly in arrears, unless otherwise agreed to by the parties.

6. Either party may terminate the Agreement at any time prior to the expiration of the term of this agreement by providing at least 30 days prior written notice.


Agreed to this 16th day of December 2021


By:

On behalf of City of Pendleton

  
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Robb Corbett  
City Manager

On behalf of Oxley & Associates, Inc.

  
\_\_\_\_\_  
Gary F. Oxley  
Founder & CEO, Oxley & Associates, Inc.

  
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Eryan Jarvis Andries  
President, Oxley & Associates, Inc.