

**PERSONAL SERVICES CONTRACT WITH LIGHT RAIN COMMUNICATIONS FOR
COMMUNITY RELATIONS CONSULTING SERVICES**

This contract for professional services is entered into by and between Clackamas County Development Agency, hereinafter referred to as the AGENCY, and LIGHT RAIN COMMUNICATIONS, hereinafter called the CONTRACTOR, to provide the services described below at the rates included in Attachment "A", which by this reference is hereby made a part of and incorporated herein. The following provisions shall comprise this contract:

I. SCOPE:

This agreement covers the services as described in Attachment "A" inclusive. Work shall be performed in accordance with a schedule approved by the AGENCY. The term of the contract shall commence upon contract execution and continue through June 30, 2011. This contract may be renewed for two (2) additional one-year terms upon the written approval of both parties.

II. COMPENSATION:

A. The AGENCY agrees to compensate the CONTRACTOR on a fee-for-services basis as provided for in Attachment "A" inclusive. Invoices submitted for payment in connection with this agreement shall be properly documented and shall indicate pertinent AGENCY contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum compensation authorized under this contract shall not exceed \$50,000.00.

B. The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

1. The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.

2. This contract is not intended to entitle the CONTRACTOR to any benefits generally granted to AGENCY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Public Employees Retirement System).

3. If the CONTRACTOR has the assistance of other persons in the performance of this contract, and the CONTRACTOR is a subject employer, the CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under ORS 656.

C. The CONTRACTOR certifies that, at present, he or she, if an individual is not a program, County, or Federal employee.

D. The CONTRACTOR, if an individual, certifies that he or she is not a member of the Public Employees Retirement System.

III. CONSTRAINTS

The CONTRACTOR agrees:

A. If the services to be provided pursuant to Section I Scope are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.

B. Pursuant to the requirements of ORS 279B.020 and ORSB.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this agreement:

1. CONTRACTOR shall:

a. Make payments promptly, as due, to all persons supplying to the CONTRACTOR labor or materials for the prosecution of the work provided for in this agreement.

b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this agreement.

c. Not permit any lien or claim to be filed or prosecuted against the AGENCY on account of any labor or material furnished.

2. If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this agreement as such claim becomes due, the proper officer representing Clackamas County Development Agency may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of this agreement.

3. The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

4. The CONTRACTOR shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the

wages of the CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

5. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
6. The CONTRACTOR shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work under this contract.
7. To the extent the CONTRACTOR is negligent, the CONTRACTOR shall indemnify, save harmless and defend the AGENCY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the negligent acts, errors, omissions, or fault of the CONTRACTOR or the CONTRACTOR'S employees.

IV. INSURANCE REQUIREMENTS

A. The CONTRACTOR agrees to furnish the AGENCY evidence of commercial general liability insurance in the amount of not less than \$500,000 combined single limit per occurrence / \$1,000,000 general annual aggregate for personal injury and property damage for the protection of the AGENCY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this contract. The AGENCY, at its option, may require a complete copy of the above policy.

B. If the CONTRACTOR has the assistance of other persons in the performance of this contract, and the CONTRACTOR is a subject employer, the CONTRACTOR agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656. The CONTRACTOR shall maintain employer's liability insurance with limits of \$100,000 each accident, \$100,000 disease each employee, and \$500,000 each policy limit.

C. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this contract.

D. The CONTRACTOR agrees to furnish the AGENCY evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the AGENCY, its officers, commissioners, and employees against liability for damages because of bodily injury, death or damage to property,

including loss of use thereof in any way related to this contract. The AGENCY, at its option, may require a complete copy of the above policy.

E. The CONTRACTOR agrees to furnish the AGENCY evidence of professional liability insurance in the amount of not less than \$500,000 combined single limit per occurrence / \$1,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the AGENCY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. The AGENCY, at its option, may require a complete copy of the above policy.

F. The insurance, other than the professional liability insurance, shall include the AGENCY as an expressly scheduled additional insured. Proof of insurance must include a copy of the endorsement showing the AGENCY as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the AGENCY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the AGENCY under this insurance. This policy(s) shall be primary insurance as respects to the AGENCY. Any insurance or self-insurance maintained by the AGENCY shall be excess and shall not contribute to it.

V. SUBCONTRACTS:

The CONTRACTOR shall be responsible to the AGENCY for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

VI. TERMINATION - AMENDMENT:

A. This contract may be terminated by either party upon at least ten (10) days written notice to the other.

B. This contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County.

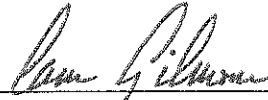
C. This contract supersedes and cancels any prior contracts between the parties hereto for similar services.

By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

Light Rain Communications
7915 NW Skyline Blvd.
Portland, OR 97229

CLACKAMAS COUNTY BOARD OF
COUNTY COMMISSIONERS Acting as the
Governing Body of the Development Agency by:





Authorized Signature

Cam Gilmour, Executive Director
Dept. of Transportation and Development

Leslie Hildula - Principal

Name / Title Printed

Dec. 1, 2009

Date

1/25/10

Date

503. 939. 8648

Telephone / Fax Number

321 529-85

Federal Tax ID Number

ATTACHMENT "A"

Leslie Hilduia
Light Rain Communications
7915 NW Skyline Blvd
Portland, OR 97229

October 14, 2009

Dan Johnson
Program Coordinator
Clackamas County
150 Beaver Creek Rd
Oregon City, OR 97045

Re: Community Relations Consulting Services for Clackamas County

Dear Dan,

Thank you for the opportunity to present this proposal for consulting services. As you requested I have outlined a list of projects, deliverables, budgets, and timelines. The scope of work proposed will continue and supplement the fine work currently underway by the Department of Transportation and Economic Development.

Urban Renewal Public Information Plan: *Investing In Our Neighborhoods*

GOALS

- 1) Educate the public on urban renewal districts, e.g. the Clackamas Town Center Area, Clackamas Industrial Area, Government Camp Village Area, and the North Clackamas Revitalization Area; emphasizing the urban renewal areas' benefits to the community and their return on the community's investment.
- 2) Communicate, on a regular basis, the status of each area to the public and address any concerns.
- 3) Create an overall look and theme, i.e. a "brand" for the materials that inspires confidence. Portraying efficiency, effectiveness and community understanding.

METHODS

- 1) **Develop a brochure** about Urban Renewal Areas covering how they work and the additional services that they provide. Include examples of successful ones in Clackamas County. Primary use is for distribution at meetings and other public venues.
 - a) Target Audience: Voters, particularly older ones and participants at business groups and neighborhood gatherings
 - b) 16"x 8.5" double-sided, 4 color piece, with 4-6 photos, folded into a 8.5" x 4" tri-fold brochure
 - c) Price for camera-ready lay-out: \$2,850. Photos would also be used for the web page and face book.
 - i) Option: Translation into Spanish: \$ TBD
- 2) **Develop flyers** about specific urban renewal areas.
 - a) Target Audience: Voters, particularly older ones and participants at business groups and neighborhood gatherings
 - b) 8.5" x 11" double-sided, two color, with B/W photo for each area. Provided in Word so staff can easily update as needed and print on County letterhead stationery.
 - c) Price for (2) Flyers, camera-ready lay-out: \$2,500 or \$1,500 for one.
- 3) **Develop a SurveyMonkey** for a specific project or urban renewal area and post the results.
 - a) Price for one: \$1,800, not including costs associated with generating lists, duplication, or mailings.
- 4) **Update the existing county website** with current information.
 - a) Target Audience: voters, residents, business owners, and employees
 - b) Monthly review and update text for one year: \$500 per month, \$6,000 per year.
 - i) Option: Shoot, edit, and add approximately 6 photos to site quarterly: \$900 per quarter; \$3,600 per year.
 - ii) Option: Shoot, edit, and add video to site at the beginning of the urban renewal program in an area and a wrap up video at its conclusion: \$1,000 per finished minute.
- 5) **Create a Face Book account for "Planning Clackamas"** with a Topic page for each Urban Renewal Area and each large capital project. Include photos of target areas, drawings of potential projects, photos of completed projects and redeveloped areas, and links to articles and other websites. See "Planning Cleveland" at www.facebook.com for an example.
 - a) Target Audience: Voters, residents, business owners, and employees.
 - b) Weekly review of postings, posting responses and adding project updates.
 - c) Photos and video produced for the web, brochure, and flyers would be used for Facebook.
 - d) Price for creating the Facebook account with existing graphics, photos and weblinks: \$1,050
 - e) Price for weekly updates: \$125, assuming 46 active weeks per year, \$5,750.

- 6) **Plan and Facilitate Stakeholder Conversations and Meetings.**
 - a) General hourly billing rate: \$125/hour.
 - b) Facilitation services for internal agency meetings or partnering sessions: \$150 per meeting hour.
 - c) Facilitation services for public or external stakeholder meetings: \$200 per meeting hour.
- 7) **Conduct Open Houses**, inviting the key stakeholders to learn about the need and possibilities and to provide public testimony. Develop the agenda, create the notification pieces, facilitate the meeting, record the results, and write the meeting summary.
 - a) Price for each one: \$2,200.

Community Relations for Capital Construction Projects

Identify the current community needs for each project and the target stakeholders. Develop and implement a communication plan for each project for the next 12 months.

- 1) **Construction Community Relations for Sunnybrook Blvd west extension & Harmony Road project.** After three years of public input and the completion of the Environmental Impact Statement, the project is nearly ready for construction.
 - a) Goal: Keep the neighborhood, media, and stakeholders informed, prepare them for construction, and correct misconceptions.
 - b) Method: Working with the County's Project Manager, create a construction communication plan before the County Commissioners' Study Session. Implement the plan, working closely with the County's project team and construction firm.
 - i) Price Estimate: one half day per week the first year unless there is a delay in the project. \$500 per week, assuming 46 active weeks per year, \$23,000.

CONCLUSION

In closing, I want to thank you again for this consulting opportunity. I look forward to joining your team, helping to move projects forward and providing a seamless service to the community.

Best Regards,

Leslie Hildula