

CITY OF NEWPORT
TASK ORDER NO. 3
TO CONSULTING SERVICES AGREEMENT
BIG CREEK DAM ADVOCACY SERVICES

This TASK ORDER NO. 3 to the Consulting Services Agreement dated July 23, 2018, hereinafter called Agreement, between the CITY OF NEWPORT, (CITY), and Dig Deep Research, LLC, (CONSULTANT).

A. SCOPE OF SERVICES

CITY agrees to utilize the services of CONSULTANT and CONSULTANT agrees to perform the services set forth in Attachment A.

CONSULTANT and CITY shall review each step and sub-tasks of the work before initiation to ensure that they are in line with the objectives of the project and to ensure that CITY administration and Council are kept apprised of the work. Authorization to proceed with each step shall be provided in writing by the CITY.

CONSULTANT shall provide monthly invoices with detail of the prior month's activities and a plan identifying future work.

B. CITY'S RESPONSIBILITIES

CITY shall provide a timely review of submitted products (2-week turnaround or as otherwise agreed upon).

C. COMPENSATION

1. CITY shall pay CONSULTANT on a time and materials not-to-exceed basis according to the fee set forth in Exhibit A to the Agreement.
2. CITY shall pay CONSULTANT as complete compensation for the services as described in Attachment A, a fee not to exceed thirty-thousand Dollars (\$30,000.00).

D. MISCELLANEOUS

All terms and conditions of the Agreement apply to this Task Order as though fully set forth therein. In the event of a conflict between this Task Order and the Agreement, the terms of this Task Order shall apply.

The parties do mutually agree to all mutual covenants and agreements contained within this Task Order No. 3.

CITY OF NEWPORT CONTRACTUAL SCOPE OF WORK TASK 3.11 ADVOCACY SERVICES FOR BIG CREEK DAM REMEDIATION PROJECT

March 1, 2019

1. OBJECTIVE

Advance pursuit strategies to engage and inform legislative officials related to approval of Oregon State Bill (SB) 894, which was requested to the Oregon state legislature to help pay for the design, environmental permitting, and construction of Newport's Big Creek Dam Project.

2. APPROACH

Dig Deep has developed a government outreach plan as well as additional funding strategies for the Big Creek Dam Project. The following activities are designed to continue advancing the advocacy tasks previously identified.

2.1 Activities

- ↓ Advance the government relations plan to secure state funding through the Oregon legislation.
- ↓ Manage the coordination of advocacy participation at legislative meetings.
- ↓ Help obtain project endorsements from regional stakeholders.
- ↓ Continue to cultivate relationships with statewide advocates.
- ↓ Continue to engage and cultivate relationships with funding agencies.
- ↓ Help distribute outreach materials for awareness purposes.



2.2 Deliverables

Deliverables advanced under this Task Order include, but are not limited to:

- ↓ Government Relations Plan
- ↓ Public outreach materials including print, video, and website content.
- ↓ Letters of support
- ↓ One in-person site visits

3. TERMS

3.1 Cost, Timeline and Assumptions

The cost to provide the services outlined above between 3/1/19 – 6/30/19 is \$8,000, which includes consultant time and travel expenses.

The scope of work assumes that Dig Deep will administer, manage, and facilitate participation of the Advocacy Sub-consultants (Innovative Growth Solutions).

3.2 Approval

Both parties agree to the provisions outlined in this scope of work.

DIG DEEP RESEARCH, LLC

CITY OF NEWPORT, OR

Tia Cavender
CEO, Dig Deep Research
Date:

Tim Gross
Public Works Dir, City of Newport
Date:

AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT made March 4, 2019, between Dig Deep Research, LLC, with principal offices at 4495 Hale Parkway, Suite 310, Denver CO 80220, hereinafter called "Client" Innovative Growth Solutions, LLC, with principal offices at 19131 Lot Whitcomb Drive, Oregon City, OR 97045 hereinafter called "Contractor".

1. Description of Services:

IGS understands that Dig Deep Research is working in partnership with City of Newport to develop the Big Creek Dam project and has identified a need for support from IGS to conduct outreach and provide a local presence for the project. Specifically, Dig Deep desires assistance with keeping legislative, local, and City of Newport stakeholders informed and engaged in providing input regarding the project. To this end, contractor will:

- Provide outreach support services to inform, educate, and engage stakeholders in discussions regarding the proposed Big Creek Dam project. Outreach may include Oregon legislature and other related policy groups, City of Newport and other local agencies, and Newport-area stakeholders.
- Gauge stakeholder support for the project and identify stakeholder interests, questions and concerns that need to be considered as the project develops.
- Provide regular status reports to partners, Dig Deep Research and City of Newport, coordinate and schedule outreach work, and participate in developing strategies for effective outreach and communication regarding the project.

2. Price of Services:

Rates: \$200 per hour per consultant.

- Discounts: \$300 per hour for 2 consultants when two consultants are present for meetings.
- Discount: \$250 per hour phone rate when two consultants participate in phone meetings.

Travel: Travel and hotel accommodations to Newport, OR (no charge for travel to Salem). Travel costs will be reimbursed on the basis of standard U.S Government, Lincoln County per diem and mileage rates, currently at \$107 per day per consultant, and 54.5 cents per mile (250 miles round trip to Newport), respectively.

- Per diem - \$214.
- Mileage - \$136 per round trip.
- Hotel - up to \$150 per night

Travel Minimums: For meetings requiring travel the following minimums will apply.

- When traveling outside of the Portland/Metro area a 2 hour per meeting minimum will apply (e.g. Salem meetings).
- When travel distance requires an overnight stay a 3 hour minimum will apply (e.g. Newport meetings).

Cost Estimate: Not to Exceed \$22,000

Invoicing:

- (a) Contractor shall invoice Client by the first of each month following each month services are rendered. Client shall have thirty (30) days after the receipt of Contractor's invoice in which to make payment.
- (b) Contractor is responsible for all taxes as they relate to their Independent Contractor status.

(c) Client may elect to add additional consulting services from time to time. In the event the Client needs additional services from Contractor, Contractor will provide a written proposal for review and acceptance prior to commencing additional work.

3. **Term:** The initial term of this Agreement shall commence on the 1st day of March, 2019, and end on the 31st day of December, 2019, provided however that either party may terminate or extend this Agreement at any time by giving the other party 14 days' notice in writing.

4. **Designation of Duties:** Contractor shall receive requests for services to be performed from the President of Dig Deep Research, or their designated representative(s).

Two IGS consultants will be assigned to this Project: Shirlene Warnock and Jeanne Nyquist.

5. **Ownership of Work Products:** All writings and other documents produced by Contractor in the course of Contractor's services are considered works made for hire and the property of the Client, including without limitation any copyrights in said writings; but, to the extent any such writings may not, by operation of law or otherwise, be works made for hire.

6. **Indemnity:** Contractor shall defend, indemnify and hold harmless Client, Client's officers, members, employees, agents and representatives from and against all claims, demands, penalties, and causes of action of any kind or character, including the cost of defense thereof, including attorney fees at trial and on appeal, arising out of, or in any way occurring incident to, or in connection with Contractor's negligent performance of this Agreement, except, however, that the foregoing shall not apply to liability that arises out of Client's negligence.

7. **Merger Clause:** This document constitutes the entire Agreement between the parties and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind. Contractor shall perform no work outside the scope of this Agreement until the parties have signed an amendment that describes the work and contains the terms of payment. All work performed in the absence of such an amendment shall be considered within the scope of this Agreement.

CONTRACTOR
Innovative Growth Solutions, LLC


CLIENT
Dig Deep Research, LLC

By 

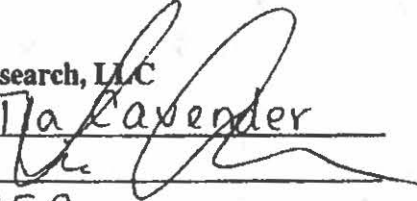
By _____

Shirlene K. Warnock, Owner

CITY OF NEWPORT

By: Spencer Nebel
Signature: 
Title: City Manager
Date: 3/18/19

Dig Deep Research, LLC

By: Ma Capender
Signature: 
Title: CEO
Date: 3/9/19