

## PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and Lost Locals Media LLC (“Contractor”).

### RECITALS

A. The City is in need of personal services for Media Production, and Contractor represents that it is qualified and prepared to provide such services.

B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

### AGREEMENT

1. **Engagement.** The City hereby engages Contractor to provide services (“Services”) related to Media Production, and Contractor accepts such engagement. The principal contact for Contractor shall be lostlocalsmedia@gmail.com, phone 503-791-5933.

2. **Scope of Work.** The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.

3. **Term.** Subject to the termination provisions of Section 10 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on April 30, 2024. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms

acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

4. **Compensation.** The terms of compensation for the initial term shall be as provided in Attachment C.

5. **Payment.**

5.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City's travel and expense policy, reproduction of documents or reports with prior written approval, and long distance telephone expenses. Contractor's cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

5.2 Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

5.3 The City may suspend or withhold payments if Contractor fails to comply with any requirement of this Agreement.

5.4 Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.

5.5 Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

6. **Document Ownership.** Contractor shall retain all common law, statutory and other reserved rights, including copyrights, in all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement, except that all copies of such plans, designs, calculations and other documents and renditions provided to City shall become the property of City who may use them without Contractor's further permission for any lawful purpose related to the project. Upon execution of this agreement, Contractor grants to City an irrevocable, nonexclusive license to use Contractor's work products created through its services for the project. The license granted under this section permits City to authorize its contractors, subcontractors of any tier, consultants, subconsultants of any tier, and material or equipment suppliers, to reproduce applicable portions of the work products in performing services for the project. Any unauthorized use of Contractor's work product for purposes unrelated to the project shall be at City's sole risk and without liability to Contractor.

7. **Notices.** All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

**CITY:** City of St. Helens  
Attn: City Administrator  
265 Strand Street  
St. Helens OR 97051

**CONTRACTOR:** Lost Locals Media LLC  
Attn: Cade & Sophia Brown  
76422 Highway 47  
Clatskanie, OR 97016

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage-prepaid.

8. **Standard of Care.** Contractor shall comply with the applicable professional standard of care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

9. **Insurance.**

9.1 At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.

9.2 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage without the written permission of City.

9.3 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at

Contractor's expense, the premium thereon. If the City procures such insurance, the City may charge the cost against any moneys due Contractor hereunder or for any other contract.

9.4 At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required coverages. The policies shall contain an endorsement naming the City, its council members, officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

9.5 The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

## 10. **Termination.**

10.1 Termination for Cause. City may terminate this Agreement effective upon delivery of written notice to Contractor under any of the following conditions:

10.1.1 If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of service. This Agreement may be modified to accommodate a reduction in funding.

10.1.2 If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.

10.1.3 If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, suspended, revoked, or not renewed.

10.1.4 If Contractor becomes insolvent, if a voluntary or an involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

10.1.5 If Contractor is in breach of this Agreement, and such breach is not remedied as contemplated by Section 10.2 of the Agreement.

## 10.2 Breach of Agreement

10.2.1 Contractor shall remedy any breach of this Agreement within the shortest reasonable time after Contractor first has actual notice of the breach or City notifies Contractor of the breach, whichever is earlier. If Contractor fails to remedy a breach within three (3) working days of its actual notice or receipt of written notice from the City, City may terminate that part of the Agreement affected by the breach upon written notice to Contractor, may obtain substitute services in a reasonable manner, and may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.

10.2.2 If the breach is material and Contractor fails to remedy the breach within three (3) working days of receipt of written notice from the City, City may declare Contractor in default, terminate this Agreement and pursue any remedy available for a default.

10.2.3 Pending a decision to terminate all or part of this Agreement, City unilaterally may order Contractor to suspend all or part of the services under this Agreement. If

City terminates all or part of the Agreement pursuant to this Section 10.2, Contractor shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Agreement and later orders Contractor to resume those services after determining Contractor was not at fault, Contractor shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

10.2.4 In the event of termination of this Agreement due to the fault of the Contractor, City may immediately cease payment to Contractor, and when the breach is remedied, City may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement, along with any additional amounts for loss and damage caused to the City by the breach, and withhold such amounts from amounts owed by City to Contractor. If the amount due Contractor is insufficient to cover City's damages due to the breach, Contractor shall tender the balance to City upon demand.

10.3 Termination for Convenience. City may terminate all or part of this Agreement at any time for its own convenience by providing three (3) days written notice to Contractor. Upon termination under this paragraph, Contractor shall be entitled to compensation for all services properly rendered prior to the termination, including Contractor's and sub consultants reasonable costs actually incurred in closing out the Agreement. In no instance shall Contractor be entitled to overhead or profit on work not performed.

11. **No Third-Party Rights.** This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

12. **Modification.** Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

13. **Waiver.** A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach. All waivers shall be done in writing.

14. **Indemnification.**

14.1 Liability of Contractor for Claims Other Than Professional Liability. For claims for other than professional liability, Contractor shall defend, save and hold harmless City, its officers, agents and employees from all damages, demands, claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities or omissions of Contractor, its subcontractors, sub-consultants, agents or employees under this Agreement. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Contractor unrelated to the quality of professional services provided by Contractor.

14.2 Liability of Contractor for Claims for Professional Liability. For claims for professional liability, Contractor shall save, and hold harmless City, its officers, agents and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor, its subcontractors, sub-consultants, agents or employees in the performance of professional services under this Agreement. A claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly from the quality of the professional services provided by Contractor, regardless of the type of claim made against the City.

14.3 Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265.

15. **Governing Laws.** This Agreement shall be governed by the laws of the State of Oregon.



**16. Compliance with Law.**

16.1 Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

16.2 Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the services provided for in the Agreement and shall be responsible for such payment of all persons supplying such labor or material to any subcontractor.

16.3 Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Agreement.

16.4 Contractor shall not permit any lien or claim to be filed or prosecuted against the City or its property on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien or claim so filed or prosecuted.

16.5 Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.

16.6 If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a subcontractor by any person in connection with the Agreement as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the Agreement. The payment of a claim in the manner authorized hereby shall not relieve the Contractor from his/her or its obligation with respect to

any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

16.7 If the Contractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Agreement within 30 days after receiving payment from the City, the Contractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

16.8 Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

16.9 No person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases the employee shall be paid at least time and a half pay:

16.9.1 Either:

16.9.1.1 For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

16.9.1.2 For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

16.9.2 For all work performed on Saturday and on any legal holiday specified in ORS 279C.540;

16.9.3 Contractor shall pay employees for overtime work performed under the Agreement in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).

16.10 The Contractor must give notice to employees who work on this Agreement in writing, either at the time of hire or before commencement of work on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

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

16.12 All sums due the State Unemployment Compensation Fund from the Contractor or any subcontractor in connection with the performance of the Agreement shall be promptly so paid.

16.13 Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

16.14 Contractor certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a

service-disabled veteran owns or an emerging small business that is certified under ORS 200.055. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) ORS 659.425, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

16.15 The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600.

16.16 If Contractor is a foreign contractor as defined in ORS 279A.120, Contractor shall comply with that section and the City must satisfy itself that the requirements of ORS 279A.120 have been complied with by Contractor before City issues final payment under this agreement.

16.17 If this Contract exceeds \$50,000, is not otherwise exempt, and includes work subject to prevailing wage, Contractor shall comply with ORS 279C.838, ORS 279C.840, and federal law.

16.18 Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in connection with this Agreement in violation of ORS chapter 244.

16.19 Contractor shall ensure that any lawn and landscape maintenance, if applicable, shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

16.20 Contractor is a “subject employer,” as defined in ORS 656.005, and shall comply with ORS 656.017.

16.21 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

16.22 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

16.23 Any other condition or clause required by law to be in this Agreement shall be considered included by this reference.

17. **Confidentiality.** Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

18. **Publicity.** Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

19. **Succession.** This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties’ partners, successors, executors, administrators and assigns.

20. **Assignment.** This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor’s interest in this

Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

**21. Mediation/Dispute Resolution**

**21.1** Should any dispute arise between the parties to this Agreement it is agreed that such dispute will be submitted to a mediator prior to any arbitration or litigation, and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and, only in the event said mediation efforts fail, through litigation or binding arbitration. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in the City of St. Helens, unless both parties agree in writing otherwise. If arbitration is selected by the parties, the parties shall exercise good faith efforts to select an arbitrator who shall be compensated equally by both parties. Venue for any arbitration shall be the City of St. Helens. Venue for any litigation shall be the Circuit Court for Columbia County.

**22. Attorney Fees.** If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees, expert fees and costs incurred therein at arbitration, trial and on appeal.

**23. Records, Inspection and Audit by the City.**

**23.1** Contractor shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three years after City makes final payment on this Agreement and all other pending matters are closed.

**23.2** Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

**23.3** The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this

Agreement or within three (3) years after City makes final payment on this Agreement and all other pending matters are closed.

23.4 This Section 23 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

24. **Force Majeure.** Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

25. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

26. **Severance.** If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its duly authorized undersigned agent, and Contractor has executed this Agreement on the date written below.

**CITY:**

**CITY OF ST. HELENS**

Council Meeting Date: \_\_\_\_\_

Signature: *[Handwritten Signature]*

Print: John Walsh

Title: City Administrator

Date: 4-19-23

**CONTRACTOR:**

Lost Locals Media LLC

\_\_\_\_\_

*Cade + Sophia Brown*

Signature: \_\_\_\_\_

Print: Cade Brown & Sophia Brown \_\_\_\_\_

Title: Co- Owners and Operators \_\_\_\_\_

\_\_\_\_\_

Date: 4/18/2023

**APPROVED AS TO FORM:**

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

City Attorney



**ATTACHMENT A**  
**Scope of Work**

See attached Scope & Quote



**LOST LOCALS MEDIA LLC**  
MULTIMEDIA PRODUCTION

(503) 396-8081 or (503) 791-5933  
lostlocalsmedia.com  
Clatskanie, OR

To :

City of St Helens  
265 Strand St.  
St Helens, OR 97051

April 11th, 2023

Hi there Columbia County!

Below you will find the prospective scope of work to be provided by Lost Locals Media LLC (LLM) for Columbia County's upcoming video projects, followed by brief explanation and quote. Should LLM be selected during the bidding process, LLM's general service contract would be sent via email for review and completion through an online booking form, securing the final deadline for deliverables. Thank you for taking time to read through this document, and for inquiring about making great digital content with us. We hope to move forward together!

All the best,

Lost Locals Media LLC  
Co-Owners & Creatives

## SCOPE & QUOTE

	<ul style="list-style-type: none"><li>• 6~ Testimonial format interviews with interlaced relevant ground &amp; drone footage at 60-90sec lengths.</li></ul>	
	<ul style="list-style-type: none"><li>• 1 Drone-centered video focused on landscapes and buildings relevant to the county's project, (possibly) interlaced with relevant ground footage.</li></ul>	
	<ul style="list-style-type: none"><li>• 1 Complete overview video, combining all aforementioned interviews, drone footage, "b-roll", and potential vocal narration.</li></ul>	
	<ul style="list-style-type: none"><li>• 1-7 Variations of each video (as needed), formatted for all primary social media applications.</li></ul>	

Each location will have an equipment setup, principal shooting, and breakdown time ranging from 2 to 3.5 hours. The interview locations (TBD) with lighting will take an additional 30min for setup and breakdown of high power lights and diffusion, as well as audio setup and breakdown. Conceivably, this would average 3 hours minimum per location, giving us a moderate estimate of 20~ Hours total principal photography time on all combined locations. Travel would be estimated at 2-4~ hours overall for these combined projects, depending on blocking and scheduling.

After all principal work, we are left with post production! This workflow includes: Cutting, coloring and adding basic corrective VFX to footage, cutting and engineering audio, selecting and cutting licensed music, exporting, storing and finally delivering all final products in every format required! This process can vary extensively in length based on the density of footage being shown, as well as the final notes for changes we may receive. This process can be estimated with moderate accuracy at 20~ hours.

With all of that said, here is our quote for the projects at hand!

**TOTAL COST: \$6000**

**LOST LOCALS MEDIA LLC  
GENERAL SERVICE CONTRACT**



**This is a written contract between Lost Locals Media LLC (herein referred to as “LLM”) and the signer of this form (herein referred to as “Client”). This contract contains the entire understanding between LLM and the Client. It supersedes all prior and simultaneous contracts between the Parties. The only way to add or change this contract is to do so in writing, signed by all the Parties. If the Parties want to waive one provision of this contract, that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.**

**1. Booking, Payment & Fees:**

A Booking Fee of 35% from the full agreed upon photo session cost is required for ALL photography, videography, or other media creation sessions requiring LLM to be physically present. This is a non-refundable fee. In the event of cancellation, the Booking Fee paid is non-refundable. It shall be liquidated for damages to LLM in the event of a cancellation, or breach of contract by the Client. No date is reserved until a Booking Fee is received. The Booking Fee is due on the date of booking and signing of this contract through digital means. The Booking Fee shall be applied towards the total cost of the service to be rendered. The remaining balance of any completed package, or otherwise completed work, must be paid by or before the date agreed upon via email or otherwise privatized messaging services. If final payment is not received, LLM will not be expected to attend said event. LLM agrees not to advertise the availability of this time slot to any other potential clients, once the booking process has been completed. If Client cancels this shoot for any reason, the Booking Fee will not be returned to Client.

A full breakdown of the agreed upon fees & total session cost shall be detailed in a digital invoice sent to Client upon Booking.

### **1A. Recurrent Invoices & Payments**

In the event of a “monthly payment plan” or other recurrent invoice plan to meet an agreed upon total balance; Client agrees to the recurrent date of this monthly invoice, as well as it’s percentage or increment, through emailed or otherwise privatized discussion with LLM prior to completing the Booking process. These payments are non-refundable. If Client fails to pay their recurrent invoice, LLM will notify Client via emailed “invoice reminders” twice at minimum, and use every available medium to make contact with Client regarding their overdue payment. If Client does not respond, after a minimum of two weeks without returned contact from Client, LLM reserves the right to reopen the Client’s prior booked calendar date for other potential business.

### **2. Change of Date or Location:**

LLM must be notified immediately of any changes in schedule or location, at least two weeks prior to the scheduled date of the event. Notification of any changes must be made with written notice sent via email for documentation. If an email is sent, a confirmation of receipt must be returned by LLM in writing or via email. It is the Client’s responsibility to confirm all arrangements at least 14 days prior to the scheduled service. In the event of a change of address, change of contact information, or change of scheduled service time, the Client must notify LLM. LLM kindly asks the Client to give notice two weeks prior to the date of service in order to confirm scheduled date, time, and location. LLM will make every effort to contact the Client, but it is the Client’s responsibility to contact LLM to confirm all last minute service changes.

### **3. Cancellations:**

There shall be no refund of booking fee or retainer after Client has agreed to all clauses within this General Service Contract and reserved the photo or video service date with LLM. If the event is canceled within one week (7 days) of the date, Client shall pay 50% of the remaining photo session balance, due to the high probability that LLM will not be able to further book that date. Once the remaining balance is paid, it is non-refundable. Any other arrangements shall be discussed between the Client and LLM via email or otherwise privatized messaging service. All arrangements will be put in writing. Cancellation must be in writing, even if Client has made a phone call to inform LLM of the cancellation.

### **4. Force Majeure:**

If LLM cannot perform a photo or video service due to a fire, casualty, strike or other civil disturbances, Acts of God, including but not limited to: road closures, severe traffic, fire, terrorism or other causes beyond the control of the parties, then LLM shall return any moneys paid by the Client, but shall have no further liability with respect to the General Service Contract. This limitation of liability shall also apply in the event that photographic materials are damaged or lost through camera malfunction, compact flash card malfunction, or otherwise lost or damaged without fault on the part of LLM. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

### **5. Indemnification:**

Client agrees to indemnify and hold harmless LLM for any liability, damage, or loss related to technological failure. Cameras, hard drives, and memory cards are subject to technical failure. LLM will take reasonable steps to prevent data loss, but is not liable for loss of data due to technical failure. Client understands and agrees that LLM may have cords, light stands, and other gear at the location. Client will hold LLM harmless for any damage, personal injury, or loss caused by tripping over or otherwise being injured from this equipment. Client further agrees to hold LLM harmless for any personal injury which may occur as the Client poses or works with LLM. Client agrees and understands that the quality of a photograph is entirely subjective. LLM will strive to present photos in a workmanlike manner but is not required to cater to specific aesthetic preferences of Client. Client understands and agrees that Client is responsible for determining if a pose or location is safe. Client agrees and understands that LLM may perform minimal digital retouching of photos, including blemish removal, creative effects, teeth whitening, and other digital image edits. Client agrees to hold LLM harmless for any edits which may be viewed as defamatory or demeaning.

### **6. Location Limitations & Duty of Client:**

LLM is limited by the rules and guidelines of the location(s) and site management of the photo session. The Client agrees to accept the technical results of their imposition on LLM. Negotiation with the officials for moderation of guidelines is the Client's responsibility; LLM will offer technical recommendations only. Client will not hold LLM responsible for any missed photography opportunities due to location limitations. Client will obtain all permissions necessary for LLM to photograph at the Event Location. LLM has no duty to obtain permission of reception centers, churches, buildings, properties, or other locations to operate thereon. Client understands and agrees that any failure to obtain these permissions resulting in fines to LLM, or which prevent LLM from photographing the event(s) is not the fault, liability, or responsibility of LLM.

## **7. Attendance & Performance:**

The parties present during Client's session with LLM agree to cheerful cooperation and communication for the best possible result within the definition of the session. Due to the limited and subjective nature of the event, LLM cannot be held responsible for requested photographs or video not taken or missed, lack of coverage resulting from weather conditions, or schedule complications caused by but not limited to, anyone in or at the event, or by location specific restrictions. LLM is not responsible for lost photo opportunities due to other cameras or flashes, the lateness of the clients or other principles. LLM is not responsible for lack of coverage due to the rendering of decorations of the location. It is acknowledged that any lists submitted to LLM will be used for organizational purposes only and in no way represent the photography that will actually be produced. LLM will do its best to fulfill all requests but can make no guarantees all requests will be fulfilled due to the interpretive nature of photography. LLM recommends that the Client requests any specific details be captured prior to the actual photo session being coordinated. LLM is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to LLM.

## **8. Exclusive Photography:**

LLM and/or any photographers hired by LLM to photograph shall be the exclusive photographer(s) retained by the Client for the purpose of the photographic services. Family and friends of the clients and other event vendors shall not interfere with LLM's duties. Guests will be asked to refrain from taking flash photographs at certain intervals of the event to ensure proper exposure of LLM's images. This ensures that LLM can produce the best images possible without the interference of unpaid or competitive photographers.

## **9. Studio Photography:**

If the Client wishes to hire LLM for a studio specific photo session(s) in which the location is defined by the Client; The Client agrees to provide a studio space that is open and clean, that measures at least (12' x 12'), and has a bare minimum of two (properly functioning) accessible power outlets. In such an environment, the Client accepts all liability related to the provided studio. This liability includes any potential damages or mishaps during the photo session NOT caused by LLM. LLM accepts all liability related to its own service provider's potential damages or mishaps.

## **10. Garments & Props:**

LLM cannot be held liable for the damage of any garments and/or props due to circumstantial events during the photo session. The Client is responsible to arrange all personal assistance for their garments and/or props unless otherwise directed by LLM.

### **11. Copyright & Creative License:**

Title (possession) of and copyright to all products shall remain with LLM until the Client has paid in full. All photos are copyrighted. The negatives and or digital images (herein referred to collectively as the "images") created by LLM remain the property of LLM. It is illegal to copy, scan, reproduce, or post online in forums or elsewhere without the written permission of LLM. Violators of this federal law will be subject to its civil and criminal penalties. Permission is hereby granted to LLM to use any images created under this contract for professional samples, displays, internet website pages, advertising, exhibitions, contests, and any other purpose. LLM retains the copyright to all images produced by it's photographer(s). The client understands the images given on CD/DVD/USB/Other cannot be used for profit or advertising and all posting of images on the internet must be acknowledged as images by LLM. Images are edited at LLM's discretion, and delivered photographs may not include all images shot. LLM reserves the creative rights to edit and release only those images deemed credible as professional in quality and within LLM's artistic standards. LLM retains the right to capture and edit images to their creative discretion, and no further alterations to finished products and images may be made without written consent.

### **12. Model Release:**

Client grants permission to LLM and its assigns, licensees, and sublicensees, permission to use Client's image or likeness in any and all forms of media for commercial purposes, advertising, trade, personal use, or any and all other uses. Therefore, LLM may use Client's likeness and image on LLM's website or other advertising. LLM may sell photos containing Client's likeness to third parties. The Client understands and accepts full responsibility to attain Model Releases for any relevant parties present during the scheduled session.

### **13. Property Release (Real Estate Photography):**

Client represents to LLM that Client has the rights to photograph the location, building, or real estate that is the subject of this shoot. Client agrees that LLM may use any or all of the photos taken in advertising, trade, or for any commercial purpose. Client has full rights to use any photos from this shoot in any legal manner.

### **14. Product Delivery Agreement:**



LLM shall allot an image delivery period of 2-12 weeks. This time period is allocated to ensure the quality and artistic standard of LLM is met, and that the product delivered will be of maximum value to the Client. This time period may vary based on the circumstances and subject of creation in question, but shall remain broadly within the 2-12 week time frame. The Client has various options for receiving their product, including but not limited to: CD / DVD / USB / Digital Delivery. The physical vessels for delivery may require an additional cost in accordance with the item's value, shipping and delivery. This additional cost will be discussed and agreed upon post photo session.

**15. Additional Expenses & Fees:**

LLM may require the Client to incur additional expenses or fees, in accordance with potential costs for: Parking Passes, Destination or Location Fees, and Fuel for Travel. Fuel expenses are covered within a 25 mile radius of Rainier, Oregon's town center. Each additional mile traveled by LLM will accrue \$1.00 in travel expenses, to be paid by the Client in addition to the full photo session balance. If the Client wishes to extend the coverage and shoot time on the day of the scheduled photo session, and LLM is willing and able to do so, an agreement can be made. Photo session extensions will be added to the remaining balance of the photo session. The rate of said photo session extension will be proportional to the total cost of the Client's selected package (based on extension length).

**16. Arbitration:**

Any dispute arising under or in any way related to this contract shall be submitted to binding arbitration by the American Arbitration Association in accordance with the Association's commercial rules then in effect. The arbitration shall be conducted in the state of Oregon. The arbitration shall be binding on the parties.

**17. Amendment & Waiver:**

This Contract and each provision hereof may be amended, modified, supplemented or waived only by a written document specifically identifying this Contract and duly executed by each party hereto or the authorized representative of such party.

**18. Venue & Jurisdiction:**

This Contract is governed by the laws of the state of Oregon and federal courts in that district. Client and LLM agree to subject themselves to the laws of this state except for as provided in the arbitration clause. Client and LLM hereby waive the right to object to a venue within this state.

**19. Severability:**

If any part of this Contract is determined to be void, invalid, inoperative or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, such decision shall not affect any other provisions hereof and the remainder of this Contract shall be effective as though such void, invalid, inoperative or unenforceable provision had not been contained herein.

**20. Electronic Signature:**

Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by Client with the intent to sign, authenticate or accept such contract or record) hereto or to any other certificate, contract, agreement, or document related to this transaction, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state law based on the Uniform Electronic Transactions Act, and the parties hereby waive any objection to the contrary.



**Cade Brown & Sophia Phipps**  
**Co-Owners & Creatives**  
**Lost Locals Media LLC**

**ATTACHMENT B  
INSURANCE REQUIREMENTS**

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract. It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
<b>General Liability</b>	Each occurrence	\$1,000,000	YES
	General Aggregate	\$2,000,000	
	Products/Comp Ops Aggregate	\$2,000,000	
	Personal and Advertising Injury	\$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	
Please indicate if Claims Made or Occurrence			
<b>Automobile Liability</b>	Combined Single – covering any vehicle used on City business	\$2,000,000	YES
<b>Workers' Compensation</b>	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
<b>Professional Liability</b>	Per occurrence	\$500,000 or per contract	NO
	Annual Aggregate	\$500,000 or per contract	

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured, but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Professional liability insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured.

Certificates of Insurance shall be forwarded to:

City Administrator  
City of St. Helens  
265 Strand Street  
St. Helens, OR 97051

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Agreement have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Agreement. Such certificates and/or binders must be delivered prior to commencement of the Services.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Agreement.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> (888) 202-3007 <b>E-MAIL ADDRESS:</b> contact@hiscox.com <b>FAX (A/C. No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hiscox Insurance Company Inc <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Lost Locals Media LLC 76422 Highway 47 Clatskanie, OR 97016	<b>NAIC #</b> 10200

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CGL is on BOP Form GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		P100.343.323.2	01/24/2023	01/24/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0						
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 0
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Multimedia Production for City of St. Helens.

**CERTIFICATE HOLDER**
 City of St. Helens  
 265 Strand Street  
 St. Helens, Oregon 97051
**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ATTACHMENT C**  
**Terms of Compensation**

See attached Scope & Quote

## SCOPE & QUOTE

	<ul style="list-style-type: none"> <li>• 6~ Testimonial format interviews with interlaced relevant ground &amp; drone footage at 60-90sec lengths.</li> </ul>	
	<ul style="list-style-type: none"> <li>• 1 Drone-centered video focused on landscapes and buildings relevant to the county's project, (possibly) interlaced with relevant ground footage.</li> </ul>	
	<ul style="list-style-type: none"> <li>• 1 Complete overview video, combining all aforementioned interviews, drone footage, "b-roll", and potential vocal narration.</li> </ul>	
	<ul style="list-style-type: none"> <li>• 1-7 Variations of each video (as needed), formatted for all primary social media applications.</li> </ul>	

Each location will have an equipment setup, principal shooting, and breakdown time ranging from 2 to 3.5 hours. The interview locations (TBD) with lighting will take an additional 30min for setup and breakdown of high power lights and diffusion, as well as audio setup and breakdown. Conceivably, this would average 3 hours minimum per location, giving us a moderate estimate of 20~ Hours total principal photography time on all combined locations. Travel would be estimated at 2-4~ hours overall for these combined projects, depending on blocking and scheduling.

After all principal work, we are left with post production! This workflow includes: Cutting, coloring and adding basic corrective VFX to footage, cutting and engineering audio, selecting and cutting licensed music, exporting, storing and finally delivering all final products in every format required! This process can vary extensively in length based on the density of footage being shown, as well as the final notes for changes we may receive. This process can be estimated with moderate accuracy at 20~ hours.

With all of that said, here is our quote for the projects at hand!

**TOTAL COST: \$6000**