

INTRADEPARTMENTAL CORRESPONDENCE

July 2, 2024
12.3.2

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LOS ANGELES AND VERY GOOD CREATIVE
AGENCY, LLC FOR MARKETING AND ADVERTISING SERVICES

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE the attached Professional Services Agreement between the City of Los Angeles (City) and Very Good Creative Agency (VGCA), LLC.
2. That the Board TRANSMIT the Agreement to the Mayor's Office for review and approval.
3. That the Board AUTHORIZE the Chief of Police to execute the Agreement upon Mayoral approval.

DISCUSSION

The Los Angeles Police Department (Department) currently has approximately 469 sworn vacancies and, consistent with the nationwide trend, continues to experience a crisis in recruiting new sworn personnel. The use of a professional advertising and marketing service would assist the Department's goal of recruiting and hiring qualified police officers.

On July 18, 2023, the Board approved the release of a Request for Proposals (RFP), which sought a vendor to design, develop, and execute customized marketing strategies, content, and videos to promote LAPD recruitment opportunities; implement transparent and real-time reporting to optimize performance; and provide analytics to measure advertising effectiveness. On August 10, 2023, the City issued an RFP seeking qualified agencies to provide marketing and advertising services. The LAPD reviewed 13 proposals and determined that one proposer, Very Good Creative Agency, LLC, has the qualifications to provide the type and level of service required by the City. On March 26, 2024, the Board approved the selection of Very Good Creative Agency, LLC. Deputy City Attorney Brent Nichols has approved the Agreement as to form.

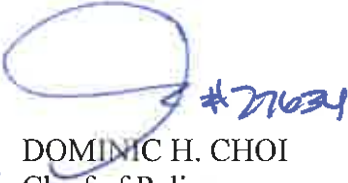
The Honorable Board of Police Commissioners

Page 2

12.3.2

Should you have any questions concerning this request, please contact Captain Robin Petillo, Commanding Officer of Recruitment and Employment Division at (213) 486-4753.

Respectfully,



DOMINIC H. CHOI
Chief of Police

for:

Attachment

PROFESSIONAL SERVICES AGREEMENT

CONTRACTOR: VERY GOOD CREATIVE AGENCY (VGCA), LLC

**REGARDING: MARKETING AND ADVERTISING SERVICES FOR THE
LOS ANGELES POLICE DEPARTMENT**

Agreement Number _____

TABLE OF CONTENTS

1.0	PARTIES TO THE AGREEMENT AND REPRESENTATIVES.....	2
2.0	TERM OF THE AGREEMENT	3
3.0	STATEMENT OF WORK	4
4.0	ACCESS TO CITY FACILITIES AND RESOURCES SUPPLIED BY CITY	5
5.0	COMPENSATION AND METHOD OF PAYMENT.....	5
6.0	DISPUTES.....	8
7.0	CONFIDENTIALITY, RESTRICTIONS ON DISCLOSURE, AND BACKGROUND CHECKS	8
8.0	AMENDMENTS	10
9.0	MISCELLANEOUS	10
10.0	ENTIRE AGREEMENT	12
	SIGNATURE PAGE	14

ATTACHMENTS

Attachment A – Standard Provisions for City Contracts (Rev. 9/22) [v.1]
Attachment B – Statement of Work and Fee Schedule

AGREEMENT NUMBER _____
BETWEEN THE CITY OF LOS ANGELES
AND
VERY GOOD CREATIVE AGENCY (VGCA), LLC
FOR MARKETING AND ADVERTISING SERVICES

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the "City"), acting by and through the Los Angeles Police Department (hereinafter referred to as the "LAPD" or "Department"), and Very Good Creative Agency (VGCA), LLC, a North Carolina Corporation (hereinafter referred to as the "Contractor") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the City desires to enter into an agreement with a contractor with the appropriate experience and expertise to provide the LAPD with marketing and advertising services to assist the Department's goal of recruiting and hiring police officers; and

WHEREAS, on August 10, 2023, the City released a Request for Proposals ("RFP") (RFP No. 23-600-001) in order to secure the services of a contract to provide marketing and advertising services; and

WHEREAS, the Contractor submitted a proposal in response to said RFP, the City reviewed the Contractor's proposal, found it to be satisfactory in response to the services required by the City, and determined that the Contractor has the experience and qualifications to provide the type and level of service required by the City; and

WHEREAS, the Board of Police Commissioners approved, on March 26, 2024, the recommendation by staff of the selection of Contractor and authorized the LAPD to negotiate a Professional Services Agreement with the Contractor; and

WHEREAS, the Parties hereto wish to enter into an Agreement pursuant to which the Contractor will perform the work and furnish the services as described herein for consideration and upon the terms and conditions as hereinafter provided, and

WHEREAS, pursuant to Charter Section 1022, City does not have staff or resources with sufficient time or the necessary expertise to undertake these specialized professional tasks in a timely manner, and it is therefore more feasible and in Department's best interest to secure these services by contract; and

WHEREAS, the services to be provided by the Contractor are of a professional and technical nature and can be performed more feasibly by the Contractor than by City employees; and

WHEREAS, the services to be performed by the Contractor are the Contractor's competency; and

NOW THEREFORE, in consideration of the above promises and of the terms, covenants and considerations set forth herein, the parties do agree as follows:

SECTION 1.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to Agreement

The parties to this Agreement are:

- A. City – The City of Los Angeles, a municipal corporation, acting by and through the LAPD, having its principal office at 100 West First Street, Los Angeles, California, 90012.
- B. Contractor – Very Good Creative Agency (VGCA), LLC, a North Carolina Corporation, having its principal office at 110 North Corcoran Street, 5th Floor, Durham, North Carolina 27701.

1.2 Representatives of the Parties

- A. The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

- 1) The City's representative is, unless otherwise stated in the Agreement:

Chief of Police
Los Angeles Police Department
100 West First Street, Tenth Floor
Los Angeles, California 90012

With copies to:

Commanding Officer
Training Bureau
Los Angeles Police Department

100 West First Street, 6th Floor
Los Angeles, CA 90012
(213) 486-7090 Phone Number

- 2) The Contractor's representative is, unless otherwise stated in the Agreement:

Rob McKinnie, Executive Creative Director
Very Good Creative Agency (VGCA)
110 Corcoran Street, 5th Floor
Durham, North Carolina 27701
(512) 695-7093 Phone Number

- B. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by electronic mail (e-mail), personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing or email transmission.
- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice will be given in accordance with this Section, within five (5) business days of said change.

SECTION 2.0

TERM OF THE AGREEMENT

2.1 Term of the Agreement

The term of this Agreement will commence upon date of execution by all parties and will terminate one (1) year thereafter, unless otherwise terminated pursuant to PSC-9 (Termination) of the Standard Provisions for City Contracts (rev. 9/22) [v.1], attached hereto as Attachment A.

At the discretion of the Department, the Chief of Police may extend the term of this Agreement for two (2) additional one-year periods, subject to the availability of funds, needs of the Department, and satisfactory performance by the Contractor.

SECTION 3.0 STATEMENT OF WORK

3.1 Statement of Work to be Performed

- A. During the term of this Agreement, Contractor shall provide the services, implement the tasks, and provide the deliverables identified herein and in Attachment B, Statement of Work and Fee Schedule ("SOW"), which is attached hereto and incorporated herein by reference.
- B. All work, tasks, and deliverables are subject to City approval in accordance with the SOW. Failure to receive approval may result in the withholding of compensation for such Deliverable(s) pursuant to Section 5.0, Compensation and Method of Payment, of this Agreement.
- C. Notwithstanding any other provision of this Agreement, the Contractor shall perform such other work and deliver such other items within the scope of services as are necessary to ensure that the deliverables provided under this Agreement meet the requirements set forth in this Agreement and all Attachments.
- D. In the event that City requires services in addition to those specified in this Agreement, Contractor agrees to provide such services in accordance with Section 8.0, Amendments, of this Agreement. Prior to performance of additional work, this Agreement will be amended to include the additional work and payment.
- E. Contractor's performance of the work under this Agreement must not interfere unnecessarily with the operation of LAPD or any other City Department. If City, as a result of its own operations, delays, disrupts, or otherwise interferes with and materially affects Contractor's performance hereunder, adjustments will be determined by mutual agreement of the parties and may be accomplished in accordance with Section 8.0, Amendments, of this Agreement. Contractor shall notify City immediately if delays, regardless of the cause, begin to put the schedule of services in jeopardy.

3.2 Time of Performance

- A. Normal Business Hours – The Contractor will be available to the LAPD, during normal business hours, upon receiving at least twenty-four (24) hours advance notice. Normal business hours will mean the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, Pacific Time, excluding City holidays.

- B. Outside Normal Business Hours—Upon receiving at least twenty-four (24) hours advance notice, the Contractor will be available to the LAPD as needed during weekends, City holidays, and after normal business hours.
- C. Emergencies – The Contractor will be available for emergency calls on an as-needed, twenty-four (24) hours a day, seven (7) days a week basis when requested to respond with less than twenty-four (24) hours' notice.

SECTION 4.0

ACCESS TO CITY FACILITIES AND RESOURCES SUPPLIED BY CITY

The City will provide the Contractor access to City facilities and personnel as necessary to perform the services under this Agreement.

SECTION 5.0

COMPENSATION AND METHOD OF PAYMENT

5.1 Compensation

- A. For complete and satisfactory performance of the services and delivery of the deliverables of this Agreement, City shall pay Contractor a total cumulative amount not to exceed Six Hundred Thousand Dollars (\$600,000.00) per year, including state and local taxes.
- B. Contractor shall invoice City, and City shall pay Contractor, in accordance with the SOW.
- C. The Contractor further understands and agrees that execution of this Agreement does not guarantee that any or all of these funds will be expended.
- D. Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to Contractor unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. Contractor agrees that services provided by Contractor, purchases made by Contractor, or expenses incurred by Contractor in excess of said appropriation(s) shall be free and without charge to City and City shall have no obligation to pay for said services, purchases or expenses. Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until City appropriates additional funds for this Agreement.

- E. The Contractor's services are being performed as an independent contractor and not as an agent or employee of the City, therefore, the Contractor is not entitled to any vacation, sick leave, workers' compensation, pension or any other City benefits.

5.2 Taxes

To the extent that any of the services or deliverables to be provided by Contractor hereunder are subject to any California sales and use taxes, City and Contractor acknowledge and agree that such taxes shall be collected from the City. Contractor acknowledges and agrees to remit the same to the appropriate tax collection authorities in the manner set forth under applicable law. Contractor shall be solely responsible for any uncollected and unremitted taxes due and owing to the appropriate tax collection authorities and shall indemnify the City for any losses in connection with any uncollected and unremitted taxes due.

5.3 Method of Payment

- A. Invoices. The City shall pay the Contractor pursuant to the requirements of this Section 5.0 after receipt and approval of the Contractor's invoices by the City. To ensure that services provided under personal services contracts are measured against services as detailed in this Contract, the Controller of the City of Los Angeles has developed a policy requiring the following supporting documentation to be submitted with all invoices:

Billing and Invoicing Requirements

The contractor is required to submit invoices that conform to City standards and include, at a minimum, the following information:

- 1) Name and address of contractor
- 2) Division and Department name and address where services were provided
- 3) Date of invoice and period covered
- 4) Invoice Number
- 5) Contract number or authority (purchase order) number
- 6) Description of completed task/s and amount due for task, including (if applicable):
 - a. Name of personnel working on task
 - b. Date/Hours spent on task and timesheet supporting charges
 - c. Rate per hour and total due
- 7) Certification by a duly authorized officer
- 8) Taxes (indicate taxable and non-taxable items on invoice)
- 9) Discount and terms (if applicable)
- 10) Remittance Address (if different from company address)

- B. All invoices must be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of the Contractor. Evidence that tasks have been completed, in the form of detailed description of tasks performed per hours billed, shall be attached to all invoices. Invoices shall be submitted as per Section 5.3 and shall be payable to the Contractor no later than 30 days after City determination that the invoice is complete. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the Commanding Officer, Training Bureau, which approval shall not be unreasonably withheld, and which approval shall be provided within a reasonable amount of time. Notwithstanding the foregoing, and subject to any rules or regulations necessitated by the Office of the Los Angeles City Controller or as otherwise required by law, there shall exist a rebuttable presumption that invoices are complete upon submission by Contractor. Should there be any reason for which the invoices should not be deemed complete upon delivery, and for which reason payment should not occur upon 30 days of delivery of the invoices, City shall immediately notify Contractor and the parties shall work together in good faith to immediately rectify any deficiencies. In no event shall City be responsible for any late fees, late charges, interest, or penalties.
- C. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.
- D. Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.
- E. Invoices must be sent to:
- Commanding Officer
Training Bureau
Los Angeles Police Department
100 West First Street, 6th Floor
Los Angeles, California 90012

SECTION 6.0 DISPUTES

Both parties shall undertake to reach an amicable settlement in cases of dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, City and Contractor shall schedule a meeting of their representatives in a good faith attempt to resolve the issues in dispute. The meeting shall allow for a detailed presentation of each party's views on the issues and potential solutions to the dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the dispute or default.

Contractor and City shall continue to perform any obligations under this Agreement during any dispute.

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter shall govern the procedure and rights of the parties with regard to claims arising from this Agreement.

SECTION 7.0 CONFIDENTIALITY, RESTRICTIONS ON DISCLOSURE, AND BACKGROUND CHECKS

7.1 Confidentiality and Restrictions on Disclosure

- A. All documents, records, and information provided by the City to the Contractor, or accessed or reviewed by the Contractor, during performance of this Agreement, including but not limited to Criminal Offender Records Information (CORI) will remain the property of the City. All documents, records and information provided by the City to the Contractor, or accessed or reviewed by the Contractor during the performance of this Agreement, are confidential (hereinafter collectively referred to as "Confidential Information"). The Contractor agrees not to provide Confidential Information, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Contractor agrees that all Confidential Information used or reviewed in connection with the Contractor's work for the City will be used only for the purpose of carrying out City business and cannot be used for any other purpose. The Contractor will be responsible for protecting the confidentiality and maintaining the security of City documents and records in its possession.
- B. The Contractor will make the Confidential Information provided by the City to the Contractor, or accessed or reviewed by the Contractor during

performance of this Agreement, available to its employees, agents and subcontractors, only on a need to know basis. Further, the Contractor will provide written instructions to all of its employees, agents and subcontractors, with access to the Confidential Information about the penalties for its unauthorized use or disclosure.

- C. The Contractor will store and process Confidential Information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.
- D. The Contractor must not remove Confidential Information or any other documents or information used or reviewed in connection with the Contractor's work for the City from City facilities without prior approval from the City. The Contractor will not use, other than in direct performance of work required pursuant to the Agreement, or make notes of any home address or home telephone numbers contained in Confidential Information provided by the City that are reviewed during work on this Agreement. The Contractor will, at the conclusion of this Agreement, or at the request of the City, promptly return any and all Confidential Information and all other written materials, notes, documents, or other information obtained by the Contractor during the course of work under this Agreement to the City. The Contractor will not make or retain copies of any such information, materials, or documents.
- E. Any reports, findings, deliverables, analyses, studies, notes, information, or data generated as a result of this Agreement are to be considered confidential. The Contractor will not make such information available to any individual, agency, or organization except as provided for in this Agreement or as required by law.
- F. The Contractor will require that all its employees, agents, and subcontractors who will review, be provided, or have access to Confidential Information, during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Section, prior to being able to access Confidential Information.

7.2 Background Checks

To the extent permitted by applicable law, the City may conduct background checks at its expense on the Contractor, its employees, designated replacement employees, agents, and subcontractors who will have, or may have, access to City information and data during performance of this Agreement. The Contractor recognizes the highly sensitive nature of such information and data and agrees to cooperate with the City and provide, to the extent permitted by applicable law, whatever information, including verification of education and previous employment, the City requires in order to conduct background checks. The City

may request changes to Contractor personnel in response to background check information, and the Contractor will accommodate such request for personnel changes. Both parties agree to keep the results of any background checks confidential in accordance with the provisions of Section 7.0, as permitted by applicable law.

7.3 Provisions Apply to Subcontracts

Any subcontract entered into pursuant to the terms of this Agreement will be subject to, and incorporate, the provisions of this Section 7.0.

7.4 Survival of Provisions

The provisions of this Section 7.0 will survive termination of this Agreement.

SECTION 8.0 AMENDMENTS

Any change in the terms of this Agreement including changes in the services to be performed by Contractor, and any increase or decrease in the amount of compensation which are agreed to by City and Contractor must be incorporated into this Agreement by a written amendment properly executed and signed by the person(s) authorized to bind the parties thereto.

SECTION 9.0 MISCELLANEOUS

9.1 Standard Provisions for City Contracts

The Contractor shall comply with the applicable requirements of the *Standard Provisions for City Contracts (Rev. 9/22) [v. 1]*, attached hereto as Attachment A and incorporated herein by reference.

9.2 Border Wall Disclosure

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at www.rampLA.org.

9.3 Severability/Ambiguity

In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement. The parties acknowledge that they have read and understood this Agreement and had the opportunity to consult with counsel of their choosing regarding this Agreement.

9.4 Use of Marks

Except as expressly provided in this Agreement, Contractor shall not use the City or LAPD's names, logos, seals, insignia or other words, names, symbols or devices that identify the City or LAPD, for any purpose except with the prior written consent of, and in accordance with restrictions required by the City.

9.5 Media, Publicity, and Case Studies

Contractor shall refer all inquiries from the news media to LAPD, shall immediately contact LAPD to inform City of the inquiry, and shall comply with the procedures of LAPD's Public Affairs staff regarding statements to the media relating to this Agreement or Contractor's services under this Agreement. Contractor shall not use City as a reference or case study absent receipt of City's prior written approval. Contractor shall further provide City with the opportunity to review and approve any such reference or case study prior to publication, which approval City shall not unreasonably withhold.

9.6 No Third-Party Beneficiaries

Nothing herein is intended to create a third-party beneficiary in any subcontractor. City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

9.7 Non-Exclusive Agreement

City and Contractor understand and agree that this is a non-exclusive Agreement to provide services to the City and the LAPD and that the City and the LAPD reserve the right to enter into one or more agreements with other contractors to provide similar services during the term of this Agreement.

9.8 Ratification

Due to the need for the Contractor's services to be provided expeditiously, Contractor may have provided services prior to the execution of this Agreement. To the extent that Contractor's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

9.9 Not a Waiver

Contractor acknowledges and agrees that nothing contained in this Agreement is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by City of any cause of action that City may have against Contractor. City reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against Contractor in relation to this Agreement and other transactions between City and Contractor.

9.10 Audit Rights

In addition to those rights available to City elsewhere in this Agreement, including pursuant to PSC-16, Retention of Records, Audit and Reports, of Attachment A – Standard Provisions for City Contracts (*Rev. 9/22*) [v. 1]. Contractor shall provide City, or City's duly authorized representatives, access for the purposes of audit and investigation, to any and all books, documents, papers, records, deliverables, and software documentation pertaining to any past, current, or future (i) transactions between City and Contractor, (ii) work requested to be performed of Contractor, or (iii) demands for payment by Contractor.

9.11 Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

SECTION 10.0 ENTIRE AGREEMENT

10.1 Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of

either party will affect or modify any of the terms and conditions of this Agreement.

10.2 Counterparts/Electronic Signatures

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

10.3 Attachments

This Agreement includes fourteen (14) pages and two (2) Attachments. Attachments A-B listed below are incorporated herein by this reference:

Attachment A – Standard Provisions for City Contracts (Rev. 9/22) [v.1]
Attachment B – Statement of Work and Fee Schedule

10.4 Order of Precedence

In the event of any inconsistency between the terms, attachments, specifications or provisions which constitute this Agreement, the following order of precedence shall apply in the order listed herein:

- 1) This Agreement between the City of Los Angeles and Very Good Creative Agency (VGCA), LLC
- 2) Attachment A, Standard Provisions for City Contracts (Rev. 9/22) [v.1]
- 3) Attachment B, Statement of Work and Fee Schedule

Notwithstanding any other language in this Agreement, this Agreement shall be enforced and interpreted under the laws of the State of California.

[Signature Page Follows]

[Remainder of the Page Intentionally Left Blank]

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

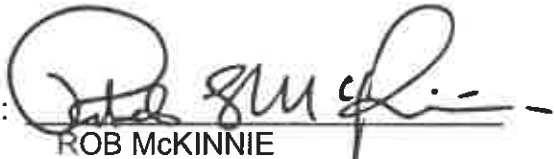
THE CITY OF LOS ANGELES

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____
DOMINIC H. CHOI
Chief of Police

Date: _____

VERY GOOD CREATIVE AGENCY, LLC

By:  _____
ROB McKINNIE
Executive Creative Director
Owner

Date: _____


APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
BRENT L. NICHOLS
Deputy City Attorney

Date: _____

(2nd Corporate Officer)

By:  _____
ASHLEY ANDY
Director of Accounts &
Development

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business License Number: 0003395524-0001-9

Internal Revenue Service Taxpayer Identification Number: 82-2208620

City Contract Number: C- _____

ATTACHMENT A

STANDARD PROVISIONS FOR CITY CONTRACTS (REVISED 9/22) [V.1]

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1	<u>Construction of Provisions and Titles Herein</u>	1
PSC-2	<u>Applicable Law, Interpretation and Enforcement</u>	1
PSC-3	<u>Time of Effectiveness</u>	1
PSC-4	<u>Integrated Contract</u>	2
PSC-5	<u>Amendment</u>	2
PSC-6	<u>Excusable Delays</u>	2
PSC-7	<u>Waiver</u>	2
PSC-8	<u>Suspension</u>	3
PSC-9	<u>Termination</u>	3
PSC-10	<u>Independent Contractor</u>	5
PSC-11	<u>Contractor's Personnel</u>	5
PSC-12	<u>Assignment and Delegation</u>	6
PSC-13	<u>Permits</u>	6
PSC-14	<u>Claims for Labor and Materials</u>	6
PSC-15	<u>Current Los Angeles City Business Tax Registration Certificate Required</u>	6
PSC-16	<u>Retention of Records, Audit and Reports</u>	6
PSC-17	<u>Bonds</u>	7
PSC-18	<u>Indemnification</u>	7
PSC-19	<u>Intellectual Property Indemnification</u>	7
PSC-20	<u>Intellectual Property Warranty</u>	8
PSC-21	<u>Ownership and License</u>	8
PSC-22	<u>Data Protection</u>	9

TABLE OF CONTENTS (Continued)

PSC-23	<u>Insurance</u>	9
PSC-24	<u>Best Terms</u>	9
PSC-25	<u>Warranty and Responsibility of Contractor</u>	10
PSC-26	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u>	10
PSC-27	<u>Child Support Assignment Orders</u>	10
PSC-28	<u>Living Wage Ordinance</u>	11
PSC-29	<u>Service Contractor Worker Retention Ordinance</u>	11
PSC-30	<u>Access and Accommodations</u>	11
PSC-31	<u>Contractor Responsibility Ordinance</u>	12
PSC-32	<u>Business Inclusion Program</u>	12
PSC-33	<u>Slavery Disclosure Ordinance</u>	12
PSC-34	<u>First Source Hiring Ordinance</u>	12
PSC-35	<u>Local Business Preference Ordinance</u>	12
PSC-36	<u>Iran Contracting Act</u>	12
PSC-37	<u>Restrictions on Campaign Contributions in City Elections</u>	12
PSC-38	<u>Contractors' Use of Criminal History for Consideration of Employment Applications</u>	13
PSC-39	<u>Limitation of City's Obligation to Make Payment to Contractor</u>	13
PSC-40	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u>	14
PSC-41	<u>Compliance with California Public Resources Code Section 5164</u>	14
PSC-42	<u>Possessory Interests Tax</u>	14
PSC-43	<u>Confidentiality</u>	15
PSC-44	<u>COVID-19</u>	15
PSC-45	<u>Contractor Data Reporting</u>	15

Exhibit 1 Insurance Contractual Requirements 16

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network ("BAVN") at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons")

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel"), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

PSC-45. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.
- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: Very Good Creative Agency (VGCA), LLCDate: 06/18/2024Agreement/Reference: Marketing and Advertising Services for the LAPD (2023-25)

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**
WC StatutoryEL \$1,000,000☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act
☒ **General Liability** City of Los Angeles must be named as an additional insured party.
\$1,000,000☒ Products/Completed Operations☐ Sexual Misconduct☐ Fire Legal Liability☐
☐ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

☐ **Professional Liability** (Errors and Omissions)

Discovery Period _____

☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood☐ Builder's Risk☐ Earthquake☐
☐ **Pollution Liability**
☐
☐ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

100% of the contract price

☐ **Crime Insurance**
Other: Submitted to James Aceron at LAPD, 6/18/2024

****Insurance certificates MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/>**

****If contractor has no employees and wishes to have the workers' compensation requirement waived, please complete the "Request for Waiver of Workers' Compensation Insurance Requirement" form located at <http://cao.lacity.org/risk/InsuranceForms.htm> (and submit it to: cao.insurance.bonds@lacity.org)**

****No imposed automobile insurance-- contractor must comply with California automobile liability laws.**

ATTACHMENT B

STATEMENT OF WORK AND FEE SCHEDULE

**City of Los Angeles Police Department
(LAPD) Recruitment and Employment
Division
Marketing and Advertising Services**

VGCA Statement of Work

OVERVIEW

VGCA and Client desire to enter into an Agreement regarding the rendering of certain services by VGCA as the agency to Client, which services shall be specifically set forth in this Statement of Work document (each "Statement of Work"), and the use by Client of the results and proceeds of such services.

Client has engaged VGCA for work related to creative development, creative production, media strategy, planning, buying, and performance reporting as described below for the Los Angeles Police Department Recruitment ("Campaign"):

- Design, develop, and execute customized marketing strategies, content, and videos to promote LAPD recruitment opportunities.
- Promote the application process, share details of recruitment events, and encourage form fills across multiple platforms.
- Utilize radio, streaming, social media platforms, and display targeting across designated marketing areas for job seekers and adults 21-34 years old.
- Launch digital media strategy, planning, execution, optimization, and reporting for social media, search and programmatic advertising platforms.
- Implement transparent and real-time reporting to optimize campaign performance.
- Provide campaign analytics to measure advertising effectiveness.

This Agreement details the scope of services that VGCA's account management, creative, production, media, and analytics teams will perform for the Client to complete the work as described below. Any client-approved incremental creative and production services will be outlined in Production Work Orders.

RECRUITMENT CAMPAIGN SERVICES

STEP ONE: RESEARCH & DISCOVERY

The Research and Discovery team plays a pivotal role in understanding the market landscape, target audience, industry trends, and competitor strategies. Here's an overview of the responsibilities and roles specific to the Research and Discovery department:

Market Research:

- Conducting comprehensive market research to identify opportunities and challenges in the industry.
- Analyzing market trends, consumer behaviors, and preferences to inform advertising strategies.
- Gathering data on market size, growth projections, and emerging markets.

- Studying economic factors, regulatory changes, and other external market influences.

Consumer Research:

- Profiling target audiences based on demographics, psychographics, and behaviors.
- Conducting surveys, interviews, and focus groups to gather insights into consumer preferences.
- Analyzing consumer feedback from social media, online reviews, and customer service interactions.
- Identifying consumer pain points, needs, desires, and purchase motivations.

Competitive Analysis (if applicable):

- Monitoring and analyzing competitors' advertising campaigns, messaging, and positioning.
- Identifying competitor strengths, weaknesses, opportunities, and threats (SWOT analysis).
- Benchmarking competitors' strategies and performance against the client's brand.

Strategic Recommendations:

- Collaborating with account managers, creatives, and other teams to develop data-driven advertising strategies.
- Providing strategic recommendations on messaging, branding, positioning, and campaign concepts.
- Advising on the most effective media mix, budget allocation, and campaign timing based on research findings.

The Research and Discovery phase is the foundation for advertising campaigns, ensuring that every strategy and creative concept is grounded in data-driven insights. This foundation provides the roadmap to guide the agency and clients towards informed decisions, helping to maximize the impact and success of advertising efforts.

STEP TWO: STRATEGY AND POSITIONING

The Strategy and Positioning phase defines a brand's overarching direction and positioning in the market. Here's an overview of the responsibilities and roles specific to the Strategy and Positioning:

Brand Strategy Development:

- Collaborating with clients to understand their business objectives, target audiences, and competitive landscape.
- Conducting brand audits and SWOT analyses to assess the current brand positioning and identify opportunities.
- Defining the brand's unique value proposition (USP) and key messaging pillars.

- Developing long-term brand strategies aligned with the client's business goals and market trends.

Market Segmentation and Targeting:

- Analyzing market research and consumer insights to segment the target audience.
- Creating detailed buyer personas based on demographics, behaviors, needs, and preferences.
- Identifying primary, secondary, and niche target segments for tailored marketing efforts.

Positioning Strategy:

- Crafting the brand's positioning statement that articulates its unique value in the market.
- Defining the brand's personality, tone of voice, and visual identity guidelines.
- Establishing the brand's competitive positioning relative to other players in the industry.

Campaign Planning and Integrated Strategies:

- Developing comprehensive advertising and marketing campaigns that align with the brand strategy.
- Collaborating with creative teams to ensure campaign concepts and messaging reflect the brand's positioning.
- Integrating various marketing channels (such as TV, digital, social, print) into a cohesive strategy.
- Creating campaign timelines, budgets, and performance metrics for evaluation.

The Strategy and Positioning phase serves as the architect of a brand's identity and market presence. The purpose is to develop clear, compelling strategies that differentiate the brand from competitors, resonate with the target audience, and drive business growth. Through a blend of market insights, creative thinking, and data analysis, VGCA will set the stage for impactful and successful advertising campaigns.

STEP 3: CONCEPT AND CREATE

The Concept and Create phase is developing the creative ideas, messages, and content that bring advertising campaigns to life. Here's an overview of the responsibilities and roles specific to the Concept and Create Messaging phase:

Creative Concept Development:

- Brainstorming and generating innovative ideas for advertising campaigns that align with the brand's strategy and objectives.
- Collaborating with the Strategy team to translate brand positioning, key messages, and target audience insights into creative concepts.
- Developing campaign themes, taglines, and visual concepts that capture the essence of the brand and resonate with the audience.

- Campaign Ideation and Storytelling:
- Crafting compelling narratives and storylines that engage and captivate the target audience.
- Developing the creative direction for campaigns, including visual style, tone of voice, and overall aesthetic.
- Creating storyboards, mood boards, and concept presentations to communicate ideas to clients and internal teams.

Message Creation and Copywriting:

- Writing impactful and persuasive copy for advertisements, print materials, digital content, and audio and video ad scripts.
- Ensuring messaging is clear, concise, and aligned with the brand's tone of voice and positioning.
- Collaborating with designers, art directors, and multimedia specialists to integrate copy seamlessly into visual assets.

Visual Design and Art Direction:

- Creating visual elements such as logos, graphics, illustrations, and layouts that enhance the campaign's storytelling.
- Developing brand identities, style guides, and visual systems that maintain consistency across all touchpoints.
- Providing art direction to photographers, videographers, and production teams to ensure creative vision is executed effectively.

This phase plays a vital role in shaping the visual and verbal identity of a brand's advertising campaigns. Our creative teams are the storytellers, designers, and wordsmiths who craft compelling messages that resonate with audiences, drive engagement, and, ultimately, deliver results for clients. Through collaboration, creativity, and a deep understanding of the brand and its audience, they create impactful campaigns that leave a lasting impression.

STEP 4: PRODUCE AND ACTIVATE

In the Produce and Activate phase, VGCA and Bridge Media are responsible for bringing the creative concepts and strategies to life, executing campaigns across various channels, and ensuring their successful launch and implementation. Here's an overview of the responsibilities and roles specific to the Produce and Activate:

Campaign Production Management:

- Overseeing the end-to-end production process for advertising campaigns, from pre-production to post-production.
- Developing production timelines, schedules, and budgets to ensure timely and cost-effective delivery.

- Managing production logistics, including casting, location scouting, set design, props, wardrobe, and equipment.

Creative Asset Production:

- Coordinating with creative teams to produce visual assets such as photography, videography, illustrations, and graphic designs.
- Working with copywriters to finalize ad copy, scripts, and messaging for various campaign materials.
- Ensuring all creative assets align with the brand's visual identity, tone of voice, and messaging guidelines.

Media Production and Placement:

- Collaborating with media planning teams to produce and customize advertising materials for different media channels.
- Creating TV commercials, radio spots, digital banners, social media ads, print ads, and other media formats.
- Negotiating and securing ad placements across TV networks, radio stations, websites, social media platforms, and print publications.

Quality Control and Compliance:

- Conducting quality checks on all creative assets to ensure they meet brand standards, legal requirements, and industry regulations.
- Reviewing advertising content for accuracy, consistency, brand messaging, and visual appeal.
- Ensuring campaigns comply with advertising guidelines, data privacy laws, and ethical standards.

Performance Tracking and Reporting:

- Monitoring the performance of advertising campaigns in real-time, tracking key metrics, and analyzing results.
- Generating campaign performance reports with insights on reach, engagement, conversions, and ROI
- Using analytics tools and data analysis to optimize campaign strategies, media placements, and creative elements.

The Produce and Activate phase drives the engine behind the execution and launch of advertising campaigns, ensuring that creative concepts are translated into impactful, engaging materials across multiple channels. Their roles encompass project management, production coordination, media placement, digital implementation, event activation, vendor management, quality assurance, performance tracking, and client communication. By meticulously planning and executing each aspect of the campaign, they drive successful outcomes and help clients achieve their marketing objectives.

STEP 5: ASSESS AND OPTIMIZE

The Assess and Optimize phase is focused on leveraging data-driven insights and advanced optimization techniques to maximize the effectiveness and efficiency of advertising campaigns across various channels. Here's an overview of the responsibilities and roles specific to the Assess and Optimize:

Data Collection and Analysis:

- Gathering, organizing, and analyzing data from various sources, including campaign performance metrics, customer behavior data, website analytics, and market research.
- Utilizing data management platforms (DMPs) and analytics tools to extract valuable insights, trends, and patterns.
- Conducting audience segmentation analysis to identify high-value customer segments and tailor messaging accordingly.
- Weekly status client meetings to discuss campaign performance, ongoing and upcoming projects, and corrective actions as needed.

Audience Targeting and Personalization:

- Developing targeted advertising strategies based on demographic data, online behaviors, and customer preferences.
- Implementing programmatic advertising techniques to deliver personalized ad experiences to specific audience segments.
- Creating dynamic content and product recommendations to enhance engagement and drive conversions.

Campaign Optimization:

- Monitoring campaign performance metrics in real-time and making data-driven adjustments to optimize results.
- Conducting A/B testing and multivariate testing on ad creatives, messaging, and landing pages to improve conversion rates.
- Optimizing media spend, ad placements, and targeting parameters to maximize return on investment (ROI).

Social Media Advertising Optimization:

- Developing and executing targeted social media advertising campaigns on platforms such as Facebook, Instagram, Twitter, and LinkedIn.
- Creating custom audience segments based on social media insights, interests, and behaviors.
- Monitoring social media ad performance, engagement metrics, and ROAS (Return on Ad Spend) to optimize campaigns.

Retargeting and Remarketing Strategies:

- Implementing retargeting campaigns to re-engage website visitors and previous customers.
- Creating custom audiences based on website interactions, abandoned carts, and email engagement.
- Delivering personalized ads and promotions to encourage repeat visits and conversions.
- Continuous Learning and Innovation:
- Staying updated on industry trends, best practices, and emerging digital marketing and advertising technologies.
- Participating in training programs, workshops, and industry conferences to enhance skills and knowledge.
- Experiment with new tools, tactics, and strategies to drive innovation and stay ahead of the competition.

The Assess and Optimize phase is critical in maximizing the impact and ROI of advertising campaigns through data-driven insights, targeted strategies, and continuous optimization efforts. By leveraging advanced analytics, audience targeting, campaign optimization techniques, and innovative technologies, they aim to drive client engagement, conversions, and business growth. Their roles encompass data analysis, audience targeting, campaign optimization, social media advertising, retargeting, CRO, reporting, and continuous learning to achieve measurable results and drive success.

KEY PERFORMANCE INDICATORS

VGCA has identified several initial KPIs to measure success based on campaign influence. Following client discussions and goal setting, these KPIs can be changed and updated per the collective team agreement.

- Website visits
- Number of Registrations/Applications on MyPD.com
- Number of Multiple Choice tests taken/waived (waived = a higher level of education applicant)
- Reach/Impressions
- Social Engagement and CTR

COMPENSATION

VGCA will monitor the budget and provide Client with financial reconciliations at the conclusion of recruitment campaign periods OR the annual account audit. In accordance with the actual work performed, VGCA may reallocate or add certain resources across the project and/or teams as needed based on the actual needs, but only with Client's express written permission. VGCA will not exceed the total stated fees without written permission from Client.

Total cost for account management, research and strategy, creative development, campaign production, media planning, buying, reporting, and optimization: \$600,000

Year 1: (Budget \$600,000)

Agency Labor and Management

- o Budget: \$260,000
 - o Agency fee plus key personnel including Account Director, Creative Directors, Strategists, Project Manager, Designer, Art Director, and Copywriter
 - o Up to four trips per yearly contract duration. One per quarter, including an extended initial agency kickoff session.
- Quarterly travel allows the agency to meet in person with key client personnel and conduct the following, but not limited to, in-person presentations, research interviews, focus group sessions, and LAPD onsite education sessions.

Media Planning and Buying

- o Budget: \$240,000
- o Inclusive of all media planning and negotiations, purchasing media buys across channels, trafficking, and administrative operations
- o Inclusive of ongoing campaign measurement and reporting

Production

- o Budget: \$100,000
- o Photo shoots, video shoots, casting, retouching, illustrations, editorial, animations, printing, stock image/footage purchase, etc.

Year 2: (Budget \$600,000)

Agency Labor and Management

- o Budget: \$285,000
- o Agency fee plus key personnel including Account Director, Creative Directors, Strategists, Project Manager, Designer, Art Director, and Copywriter
- o Up to four trips per yearly contract duration. One per quarter, including an extended initial agency kickoff session.
- o Quarterly travel allows for the agency to meet in person with key client personnel and conduct the following but not limited to: in-person presentations, research interviews, focus group sessions, and LAPD onsite education sessions.

Media Planning and Buying

- o Budget: \$285,000
- o Inclusive of all media planning and negotiations, purchasing media buys across channels, trafficking, and administrative operations
- o Inclusive of ongoing campaign measurement and reporting

Production

- o Budget: \$30,000
- o Photo shoots, video shoots, casting, retouching, illustrations, editorial, animations, printing, stock image/footage purchase, etc.

Year 3: (Budget \$600,000)

Agency Labor and Management

- o Budget: \$240,000
- o Agency fee plus key personnel including Account Director, Creative Directors, Strategists, Project Manager, Designer, Art Director, and Copywriter
- o Up to four trips per yearly contract duration. One per quarter, including an extended initial agency kickoff session.
- o Quarterly travel allows for the agency to meet in person with key client personnel and conduct the following but not limited to: in-person presentations, research interviews, focus group sessions, and LAPD onsite education sessions.

Media Planning and Buying

- o Budget: \$270,000
- o Inclusive of all media planning and negotiations, purchasing media buys across channels,

- trafficking, and administrative operations
- Inclusive of ongoing campaign measurement and reporting

Production

- Budget: \$90,000
- Photo shoots, video shoots, casting, retouching, illustrations, editorial, animations, printing, stock image/footage purchase, etc.

LIST OF DELIVERABLES for LAPD (based on every step in the branding process)

Step One: Research and Discovery

1. Secondary Category Research Presentation (Best Practices, relevant case studies, etc)
2. Primary Research LAPD Interviews Presentation
3. Target Market Profiles (personas)
4. LAPD SWOT Analysis

Step Two: Strategy and Positioning

1. Strategic Messaging and Positioning Presentation
2. Creative Brief for Ad Campaign Development
3. Quarterly Marketing Plans (to activate new campaign)
4. Messaging Architecture Recommendations (applied to recruitment funnel)
5. Media Marketplace Plan (the most effective ways to reach the target audience)

Step Three: Concept and Create

1. Integrated advertising Campaign Platform (Big idea) for the LAPD recruitment campaign
2. Campaign Assets/Materials to include:
 - a. (3-5) Advertising Campaign Videos
 - b. (Min of 10 images) Library of campaign photography
 - c. (1-2) Out Of Home Ads
 - d. (3-6) Display Banner Ads
 - e. Two posts a month (total 24) Social media content
 - f. (3-5) Social media Ads
 - g. (3-5) Social Media templates

- h. (1-3) Streaming & over the air audio ads
 - i. Internal marketing materials templates (for posters, emails or notecards)
 - j. One Campaign landing page that connects the ad campaign to JoinLAPD.com
- 3. Fiscal year social recommendations

Step Four: Produce and Activate

- 1. Campaign production management to include:
 - a. Production vendors
 - b. Production crews
 - c. Production budgets
 - d. Production timelines
- 2. Creating a LAPD Campaign Resource file (brand and campaign standards and messaging guidelines)
- 3. Media Plan Negotiated and Finalized with the appropriate media representatives
- 4. Set Up Tracking for Campaign Analysis

Step Five: Assess and Optimize

- 1. Weekly Topline Campaign Results Report
- 2. Weekly Client/Agency Status Meetings
- 3. Monthly Campaign review (to determine any course corrections or pivots)
- 4. Media Team confirms all media is running appropriately and based on our purchase agreement
- 5. Social Media Monthly Review/Recommendations
- 6. Ongoing Campaign Performance Analysis

PROJECT PERSONNEL

Role	Role Description	Time Allocation
Executive Creative Director	The Executive Creative Director (ECD) is responsible for guiding the creative direction and output of an agency. They are at the helm of the creative department, overseeing the development of innovative concepts, strategies, and campaigns that resonate with target audiences and meet client objectives. The ECD collaborates closely with clients, account teams, and other agency leaders to ensure that creative work aligns with the overall brand strategy and business goals.	Full-Time
Director Of Accounts	The Director of Accounts is a key client-facing leader responsible for daily client engagement. They will work closely with clients to successfully identify their needs and develop effective strategies and insights, which ultimately deliver advertising campaigns, drive business growth, and provide exceptional service.	Full-Time
Creative Director + Copywriter	A Creative Director and copywriter are responsible for the overall conceptual execution of an ad campaign and the language aspect of marketing initiatives. They are focused on creating a cohesive brand voice that embodies their clients' brand identity, which can range from brand stories, creative headlines, taglines, website and social media communications, and traditional marketing materials.	Part-Time
Project Manager	A Project Manager is responsible for overseeing a project from start to finish, ensuring it's completed on time and within budget and that the final deliverables meet all requirements.	Part-Time
Research + Strategist	A Strategist plays a crucial role in shaping the direction and success of advertising campaigns. Their primary responsibility is to develop strategic plans that guide the creation and execution of effective advertising campaigns.	Part-Time
Graphic Designer	A Graphic Designer is an artist who creates visual layouts using graphics, text, and imagery. They can design creative content for online campaigns, print ads, websites, and even videos.	Part-Time

Media Planner + Buyer	<p>A Media Planner is responsible for developing strategic plans for executing marketing campaigns using various media channels. This includes analyzing digital marketing metrics, collaborating with clients to refine marketing objectives, and distributing advertising content to the most impactful media platforms.</p> <p>A Media Buyer is responsible for negotiating and purchasing ad space and time to effectively reach target audiences, which includes analyzing target demographics, developing media buying strategies, negotiating rates with media outlets, and optimizing budgets to maximize ad exposure.</p>	Part-Time
Social Strategist	<p>A Social Media Strategist is responsible for identifying target audiences, developing post strategies, and developing schedules to maximize social media exposure. They can also create quality content for their clients' social media platforms, such as Facebook, X (Twitter), and Instagram. Ultimately, it's integral that they keep up to date with the latest social media trends.</p>	Part-Time

FEE SCHEDULE

Fees

Fees for the Services described in the Statement of Work shall be determined as follows:

Total Costs Not to Exceed	\$600,000
----------------------------------	------------------

Milestone Schedule

VGCA shall perform the Services set forth in the SOW in accordance with the following Milestone Schedule that indicates, for each Milestone, the associated Deliverables, Completion Date, and Fee Amount.

Milestone or Deliverable(s)	Estimated Completion Date	Invoice Amount
<ul style="list-style-type: none"> • Research and Discovery (Kick-Off, Information Sharing, and Primary Research Methodology) 	08/30/24	\$30,000
<ul style="list-style-type: none"> • Strategy and Positioning Development (Strategic brand messaging architecture and recommendations) 	10/04/24	\$30,000
<ul style="list-style-type: none"> • Concept & Create (Development of the LAPD Brand campaign and support messaging materials) 	11/01/24	\$35,000
<ul style="list-style-type: none"> • Concept & Create (Ongoing campaign development) • Media Planning (Identifying market opportunities and media placement) • Pre-Production Begins (Lining up production teams for campaign ads-videos, photography, etc) 	11/29/24	\$102,000
<ul style="list-style-type: none"> • Campaign Design Continues • Pre-Production Wraps • Campaign Production Begins • Media Plan Approved and Media Buying Begins (Agency closed 12/23-01/03) 	12/31/24	\$112,000

<ul style="list-style-type: none"> • Production Finished • Post Production Begins (Editing, sound design, motion graphics, animation, color, etc) • Media Buy Finalized 	01/31/25	\$104,500
<ul style="list-style-type: none"> • Campaign Launches • Ongoing Creative Support • Media Activation • Ongoing Campaign Management (Weekly & Monthly reports) 	02/28/25	\$75,000
<ul style="list-style-type: none"> • Ongoing Campaign Management • Ongoing Creative Support • Media Campaign Reporting & Optimization (Weekly & Monthly reports) 	03/28/25	\$22,900
<ul style="list-style-type: none"> • Ongoing Campaign Management • Ongoing Creative Support • Media Campaign Reporting & Optimization (Weekly & Monthly reports) 	04/25/25	\$22,900
<ul style="list-style-type: none"> • Ongoing Campaign Management • Ongoing Creative Support • Media Campaign Reporting & Optimization (Weekly & Monthly reports) 	05/30/25	\$22,900
<ul style="list-style-type: none"> • Ongoing Campaign Management • Ongoing Creative Support • Media Campaign Reporting & Optimization (Weekly & Monthly reports) 	06/27/25	\$21,400
<ul style="list-style-type: none"> • Ongoing Campaign Management • Year Two, 2025-26, Planning begins • Ongoing Creative Support • Media Campaign Reporting & Optimization (Weekly & Monthly reports) 	07/31/25	\$21,400

AGENCY CONTACT

Rob McKinnie

Executive Creative Director + Owner

512-695-7093

Rob@VeryGoodCreativeAgency.com

110 Corcoran St, Fl 5

Durham, NC 27701

Ashley Andy

Director of Accounts + Development

512-571-0025

Ashley@VeryGoodCreativeAgency.com

801 Barton Springs Rd

Austin, TX 78704