

Exhibit 1

AGREEMENT FOR DEVELOPMENT OF OUTREACH CAMPAIGNS AND COLLATERAL MATERIALS FOR PUBLIC WORKS AGENCY SPECIAL PROJECTS AND EVENTS

THIS AGREEMENT is made and entered into this 5th day of April, 2022 by and between Straightline Communications, LLC (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On September 28, 2021, the City issued Request for Proposal No. 21-096, by which it sought a consultant to develop outreach campaigns and collateral materials for special projects and events conducted by the Public Works Agency.
- B. Consultant submitted a responsive proposal that was selected by the City. Consultant represents that it is able and willing to provide the services described in the scope of work that was included in RFP No. 21-096.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional contracting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform the services that were described in the scope of work that was included in RFP No. 21-096 and further described in Exhibit A. Consultant’s proposal is incorporated in full by reference as though fully set forth herein.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services under this Agreement, the rates and charges identified in Exhibit B. The total sum to be expended under the term of this Agreement, including any extension periods, shall not exceed \$600,000.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals and Scope of Work, which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on April 4, 2025, unless terminated earlier in accordance with Section 17, below. The term of this Agreement may be extended for one 2-year period upon a writing executed by the City Manager and City Attorney.

4. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the services being performed are part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within

the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or subcontractors.

Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. (automobile coverage is not required if Consultant does not require an automobile to perform services)
- **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (not required if consultant has no employees)

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies (applicable only to professional liability)

If any of the required policies provide claims-made coverage:

- A. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's

obligation to provide them.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant or its subconsultants, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

10. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by

law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

11. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interest and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988

Executive Director
Public Works Agency
City of Santa Ana

20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, CA 92702

To Consultant: Straightline Communications, LLC
14930 Greenleaf Street
Sherman Oaks, CA 91403
Attn: Linda O'Hanlon, President

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant regarding the subject matter herein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or

right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

18. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, relation, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities or in connection with any activities under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

19. JURISDICTION-VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

20. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

21. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

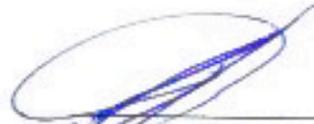
DAISY GOMEZ
Clerk of the Council

KRISTINE RIDGE
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

CONSULTANT

By: John M. Funk
John M. Funk
Sr. Assistant City Attorney


Name: Linda O'HANLON
Title: President

RECOMMENDED FOR APPROVAL

Nabil Saba, P.E.
Executive Director
Public Works Agency

EXHIBIT A

Appendix ATTACHMENT 1: SCOPE OF WORK

A. Introduction

The Public Works Agency (PWA) is responsible for building and maintaining all public streets, storm drains, sewers, water, and public facilities. In addition, the agency manages Capital Improvement Projects (CIP), coordinates the collection of solid waste and recycling, street sweeping, landscaping in the public right-of-way, trimming trees, and graffiti removal. The agency also works with neighborhood associations to resolve speeding, parking, and traffic problems. Additionally, PWA works with developers to ensure City development standards are met. There are five divisions within PWA: Maintenance Services, Water Resources, Engineering Services, Building Maintenance/Fleet Services, and Administrative Services.

B. Background & Description

The City of Santa Ana is located in the County of Orange in Southern California. The City encompasses 27.2 square miles with a population of approximately 310,227 people. PWA coordinates services, programs, and Capital Improvement Projects. Maintaining over 400 miles of street centerline and related infrastructure including public streets, storm drains, sewer, and water facilities requires an effective communications strategy with residents and businesses.

PWA recognizes the importance of community outreach as well as effective communications and branding throughout the City. Community outreach is essential in keeping the public informed of projects that impact residents and businesses, and engaging the community. Outreach includes, but is not limited to, critical announcements on infrastructure impacts, initiative programs such as the Neighborhood Block Beautification Contest, ongoing educational programs, community events and meetings, social media and website content, and marketing and advertising materials.

C. Work Description

The selected Consultant will provide assistance with development of outreach campaigns to include collateral material development and branded promotional items related to the City's infrastructure. The Core Requirements and Deliverables are listed below and represent the central work efforts the Consultant will be responsible for performing. Proposers are encouraged to provide detail on how each task is to be accomplished.

D. Core Requirements and Deliverables

Consultant shall provide the following deliverables in accordance with established procedures as dictated by the Program Manager or designee. Turnaround time shall not exceed thirty (30) calendar days per assignment unless otherwise specified by the Program Manager or designee. The successful proposer will be experienced and knowledgeable in communications and marketing disciplines. The Consultant is expected to become knowledgeable of the PWA mission and purpose to effectively develop outreach strategies.

Assistance with Development of Outreach Campaigns and Collateral Materials for the Public Works Agency.

The consultant shall provide assistance with development of outreach campaigns, collateral materials, and strategic marketing support for special programs, projects and events, such as: Neighborhood Block Beautification Contest, Public Works Week, Capital Improvement Projects, Clean City Initiative, PWA website content, and other projects as identified:

- Provide recommendations for citywide marketing strategies, and improving PWA brand awareness.
- Provide recommendations to successfully design, develop and implement marketing projects.
- Develop traditional print media campaign including collateral materials, such as brochures, event or project flyers, and posters for special projects.
- Develop technical digital and printed material such as, but not limited to, fact sheets relating to Public Works subjects and discipline. Research and material development will be required.
- Develop digital and social media campaign for web-based content, including Facebook, Twitter, and others.
- Create branding materials and graphics for PWA programs and events to include program messaging, brochures, and social media posts, etc.
- Participate in planning/status update meetings as required by Program Manager to discuss projects in development and provide updates on campaign development, as well as any challenges, issues and immediate needs.

E. As-Assigned Tasks

1. Additional Assistance with miscellaneous projects consistent with scope.

The consultant may be tasked with development of outreach campaigns and collateral materials for miscellaneous projects consistent with the scope of work.

F. Technical Abilities

Proposer must demonstrate the following skills:

1. Ability to successfully create/develop graphic art designs.
2. Translation of marketing materials into two languages; Spanish and Vietnamese.

EXHIBIT B



FEE SCHEDULE

2021 Rates

Principal In Charge	\$185 @ hour (blended rate)
Project Manager/Senior Writer	\$185 @ hour (blended rate)
Administrative.....	\$80 @ hour
Graphic designer	\$115 @ hour
Web Developer/Designer	\$125 @ hour
Translator.....	\$65 @ hour

Out-Of-Pocket Expenses

Out-of-pocket or pass-through expenses, as stated in the RFP, are billed **at cost**.¹ The most common expense we incur on a regular basis is stock photography (see pricing below).

iStock Photos.....	\$8-\$33 @ photo/illustration
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In our experience working with the City of Santa Ana, large expenditures are first approved by the client and typically billed to the City directly from an approved vendor. Below are expenses anticipated:

Photographer.....	\$1,000 @ day
.....	\$650 @ ½ day
Flyer distribution.....	(depending on scope of project)
Printing (banners, brochures, flyers, bill inserts)	(depending on scope of project)
Monument signs	(depending on scope of project)
Direct Mailing (e.g., InfoSend).....	(depending on scope of project)
Branded promotional Items (e.g. Promote-This)	(depending on scope of project)
Advertising (print/digital).....	(depending on scope of project)

We **do not bill** for **mileage** to attend client meetings **within** Los Angeles and Orange County. Cost for mileage **outside** Los Angeles and Orange County would be assessed based on current IRS guidelines: Mileage (outside LA/OC Counties)..... \$.58 @ mile

If special travel outside these areas is required and requested by the client (e.g., San Diego, Sacramento), travel expenses such as hotel and airfare (if applicable) will be billed at cost.

¹ Starting in 2022, we are assessing a 10% late charge on invoices received past the due date. Invoices are billed in accordance with the City’s Net 45 requirement.