



# Supplemental Council Agenda Report

To: Mayor Stewart and the Honorable Members of the City Council

Prepared by: Alexis Brown, Deputy City Manager

Reviewed by: Joseph D. Toney, Assistant City Manager

Approved by: Steve McClary, City Manager

Date prepared: October 18, 2024

Meeting date: October 28, 2024

Subject: Appropriation of Office of Traffic Safety (OTS) Grant Funds for Enforcement Operations and Public Education Campaign and Agreement for Public Education Campaign

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**RECOMMENDED ACTION:** 1) Appropriate \$460,000 from the General Fund Undesignated Reserve (\$325,000 to Account Number 100-7002-5100 (Media Operations, Professional Services) and \$135,000 to Account Number 100-7021-5115 (Public Safety, L.A. Co. Sheriff's Services)), for the Office of Traffic Safety (OTS) Grant Funds; and 2) Authorize the Mayor to execute Professional Services Agreement with That's the Sound! Productions, in the amount of \$325,000.

**DISCUSSION:** On October 18, 2024, the original agenda report was distributed with the Professional Services Agreement with That's the Sound! Productions (TTS), which is attached to this supplemental report.

**ATTACHMENTS:**  
Professional Service Agreement with TTS Productions

## **CAMPAIGN PRODUCER AGREEMENT BETWEEN THE CITY OF MALIBU AND THAT'S THE SOUND PRODUCTIONS LLC**

This CAMPAIGN PRODUCER AGREEMENT ("Agreement") is made and entered into by and between the CITY OF MALIBU ("City"), a municipal corporation, and That's the Sound Productions LLC ("Producer"), each a "Party" and collectively the "Parties". This Agreement is dated October 28, 2024 for identification purposes only.

### **R E C I T A L S**

- A. The City desires to obtain professional services from the Producer for the creative and productions efforts in support of Malibu's public awareness campaign: Surf.Sand.SLOW (the "Safety Campaign"), as more particularly described in this Agreement and the Statement of Work (attached hereto as Exhibit A and incorporated fully herein by this reference). The Safety Campaign focuses on educating the public about the dangers of impaired driving and promoting safe driving practices to effectively change driver behavior and enhance overall road safety in Malibu.
- B. The City does not have the personnel able and/or available to perform the services required under this agreement and therefore, the City desires to contract for creative and productions efforts in support of the Safety Campaign.
- C. The Producer warrants to the City that has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree and represent as follows:

### **1. TERM OF AGREEMENT**

The term of this Agreement shall be effective as of October 14, 2024 ("Effective Date") and shall terminate on September 30, 2026 ("Termination Date") unless earlier terminated by the City as provided herein. The Parties may agree to extend this Agreement if agreed to, in writing, at least 60 days prior to the Termination Date.

### **2. PRODUCER'S OBLIGATIONS AND RIGHTS**

- A. Producer shall at its sole cost and expense organize, manage the creative and production efforts for the Safety Campaign– (the Safety Campaign shall be known publicly as Surf.Sand.SLOW) as more particularly described in Exhibit A (Scope of Work), for the term of this Agreement:
- B. Producer shall have:

- (1) Sole and exclusive control, subject to Section 2.B.1.a below, over the production, presentation and performance of the creative arrangement and production of the activities described in Exhibit A, including but not limited to the details, means and methods of the performances of the performing artists.
- (2) The exclusive right to produce the activities described in Exhibit A for the City during the term of this Agreement.

### **3. CITY'S OBLIGATIONS AND RIGHTS**

A. City shall be responsible for providing the following in connection with the Safety Campaign:

- (1) Publicity for the Safety Campaign events by way of postings on the City's Website calendar, monthly newsletter, and/or social media accounts, as solely determined by the City.
- (2) City shall provide timely review of all items within City's approval rights as set forth in Section 2.B.1.a.

B. City reserves all right, title and interest to the Safety Campaign as described in this Agreement, including but not limited to all copyright and related rights to music, songs, lyrics, composition and any and all other entertainment matters related in any way to this Agreement, the Safety Campaign events and related matters. Producer acknowledges the City's exclusive right, title, and interest in and to the Safety Campaign and acknowledges that nothing herein shall be construed to accord to Producer any rights in the Safety Campaign or its name to Producer. Producer warrants and represents that it will not at any time challenge the City's right, title, or interest in the Safety Campaign. Upon expiration or other conclusion of this Agreement, Producer will not use nor have the right to use the phrases "City of Malibu," "Malibu," "the Safety Campaign" or any combination or permutation thereof for any business purpose whatsoever, aside from identifying itself as a past producer of portions of the event (as limited by the actual work done by Producer). Producer understands and agrees that the City and Sony Music Publishing (US) have entered or will enter into a separate licensing agreement related to or in furtherance of the Safety Campaign and that Producer has no right, title or interest in the composition, lyrics or other musical components subject to or related to the licensing agreement in any way. The foregoing notwithstanding, City acknowledges Producer's rights to its own name and agrees that upon expiration or other conclusion of this Agreement, City will not use Producer's name, except to identify Producer as a past City Producer and to provide a limited description of the work provided by Producer.

**These obligations shall survive termination or expiration of this Agreement.**

City reserves the right, but has no obligation, for the City Council or City Manager at any time to cancel one or more of the Safety Campaign events if it finds that the events would be potentially harmful to public safety or for any other reason determined to be necessary by the City.

#### 4. COMPENSATION

Producer shall be compensated, pursuant to this Agreement, as more particularly described in Exhibit B (Fee Schedule). Exhibit B shall include the date that each component of work was completed or is estimated to be completed.

#### 5. DEFAULTS AND TERMINATION

**(a) DEFAULTS:** In the event that it is determined that either Party has committed a material breach in the performance of any of the terms or conditions of this Agreement or fails to conform to the rules and regulations or any of the directions or instructions that may be properly made by the City in the exercise of its powers or Producer becomes unable through incapacity to fulfill its obligations under this Agreement or defaults in the performance of any of the other terms or provisions therein required, the claiming Party shall provide the defaulting Party a written notice of such default. If the defaulting Party does not cure said default within ten (10) business days after such notice was first received or, make reasonable efforts to cure said default with written updates to the other Party, it is mutually agreed and understood that this Agreement may be terminated at the discretion of the non-defaulting Party upon 5 business days written notice. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

a. The City shall retain final approval rights over content, performance dates, major details and all safety matters to ensure consistency with City goals and policies and compliance with all laws and regulations.

**(b) TERMINATION:** The City may terminate this Agreement, with or without cause, by giving the other Party sixty (60) calendar days written notice of such termination and the effective date thereof.

In the event of such termination, all finished or unfinished music, recordings, computer files, documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or any other material or documentation (to be liberally construed) prepared by or in the possession of the Producer under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Producer shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination date. Notwithstanding the foregoing, the Producers shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

#### 6. NOTICES

All notices, requests, demands and other, communications between the Parties shall be in writing and, unless specifically updated in writing or provided otherwise, shall be delivered personally, by email or mailed first class with postage prepaid and properly addressed as follows:



without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. Producer shall promptly pay any final judgment rendered against the City (and its officers, officials, employees, and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

**These indemnity obligations shall survive termination or expiration of this Agreement.**

**10. Intentionally Deleted**

**11. FORCE MAJEURE**

A force majeure event under this Agreement is an event beyond the control of the Producer that makes performance of its obligations hereunder impossible, impracticable or unsafe, including fire; threats or acts of terrorism or other forms of civil disorder in or near the concert venue; strikes or lockouts or other labor strife; acts of God; absence of electrical power or other essential services; any act or rule of any court of governmental agency with jurisdiction; or other similar cause. If a force majeure event occurs, the Parties' obligations hereunder will be excused fully, without any additional obligation and each of the Parties will bear its own costs incurred in connection with this Agreement.

**12. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California and of the City. In the event of a dispute concerning the rights, duties, and obligations arising out of this Agreement, the Parties agree that exclusive venue for all such disputes shall be in the State of California, County of Los Angeles.

**13. Intentionally Deleted**

**14. AMENDMENT**

This Agreement may only be amended by a writing executed by all of the Parties hereto.

**15. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the City and Producer on this subject matter and supersedes any and all oral or written agreements or understandings between the Parties as to the subject matter of this Agreement, subject to the additional information detailed in in Section 15.1 herein. This Agreement may be changed only by a writing executed by both Parties that expressly states that it is changing the provisions of this Agreement.

15.1 The Parties hereto understand that the City has or will enter into a Commercial Synchronization License Agreement with Sony Music Publishing (US) for a limited license to

composition and that Producer has no rights to or interest in the license or the composition, as further defined in Section 3(B).

**16. NO AGENCY.**

The Parties hereto are separate and independent, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement. Neither Party shall make any warranties or representations on behalf of the other Party.

**17. RECORDS AND AUDITS.**

Producer shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to its performance under this Agreement and such other records as may be deemed necessary by the City. All records shall be made available at the request of the City, with reasonable notice, during regular business hours, and shall be retained by Producer for a period of three years after the termination or expiration of this Agreement.

**18. GENERAL TERMS AND CONDITIONS.**

- A. Non-Discrimination. Producer shall not discriminate as to race, creed, gender, color, national origin, or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances, and codes of the Federal, State, County and City governments.
- B. Insurance. Producer shall submit to the City certificates indicating compliance with the City's minimum insurance requirements as identified in Exhibit C within ten (10) days of the execution date of this Agreement.
- C. Compliance with Applicable Law. Producer and the City shall comply with all applicable laws, ordinances, and codes of the federal, state, county, and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.
- D. Independent Contractor. This Agreement is by and between the City and Producer and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between the City and Producer.
- E. Producer shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of Producer, or any of Producer's employees, except as herein set forth, and Producer expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that Producer is and shall at all times remain to the City a wholly independent contractor and Producer's obligations to the City are solely such as are prescribed by this Agreement.

- F. Producer shall not use the City Seal or present any event as a City-organized event without prior, written approval from the City.
- G. Legal Construction. This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the Parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.
- H. The article and section, captions, and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- I. Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.
- J. Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all Parties hereto.
- K. Waiver; Remedies Cumulative. Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy. In no event shall either Party be liable for any loss of use, loss of time, inconvenience, lost profits or other special, incidental or consequential damages in any way related to or arising from this Agreement or the Safety Campaign event.
- L. Mitigation of Damages. In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.
- M. Force Majeure. Each Party shall be excused from performance of its obligations hereunder to the extent such performance has been delayed, hindered or prevented by any cause or causes beyond such Party's reasonable control, which shall include, without limitation, labor disputes, riots, civil commotion or insurrection, war, war-like operations or terrorist acts, invasion, rebellion, military or usurped power, sabotage, governmental



restrictions, regulations, or controls, inability to obtain any materials or services, fire or other casualties, natural disasters or acts of God. In the event any Safety Campaign facility or event space or portion thereof is destroyed or substantially damaged at any time during the Term of this Agreement by fire, casualty, or other cause, the City shall not be required to repair or rebuild such facility or event space or portion thereof. If the Safety Campaign facility or event space is unavailable due to circumstances beyond the City's control, the Parties shall mutually agree in writing on a revised plan and event space approved through the City if available.

- N. Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- O. Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a Party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

[Signature page to follow]

The Parties hereto have caused this This Agreement to be executed on \_\_\_\_\_, at Malibu, California, and effective as of the Effective Date .

PRODUCER:

THAT'S THE SOUND PRODUCTIONS  
LLC, an Illinois limited liability company

*robin cecola*

302B1EE45EE24AC...

By: Robin Cecola

Title: President

CITY OF MALIBU:

\_\_\_\_\_  
STEVE MCCLARY, City Manager

ATTEST:

\_\_\_\_\_  
KELSEY PETTIJOHN, City Clerk  
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED  
BY THE CITY ATTORNEY'S OFFICE

\_\_\_\_\_  
TREVOR RUSIN, Interim City Attorney

EXHIBIT A  
SCOPE OF WORK



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## PROFESSIONAL SERVICES STATEMENT OF WORK

Client: City of Malibu	
Business Contact/Lead Manager Name / e-mail / phone:	Alexis Brown / abrown@malibucity.org / (310) 456.2489 x300

Dates	
SOW Effective Date:	October 14, 2024
SOW Expiration Date:	September 30, 2026

- 1. Work Description.** The following describes the project expectations and specifications, Vendor activities, and reporting requirements for goods, services, products, and/or other items or materials that **That's Sound! Productions (TTS!)** shall perform and/or deliver to the **City of Malibu** work made for hire (collectively, the "Work" and/or "Service"). Pursuant to the guidelines in this SOW, which may be updated if mutually agreed upon, **TTS!** agrees to perform the Work in accordance with the specifications and requirements detailed in or attached to this SOW. All Work shall be treated as Confidential Information unless otherwise designated by both parties.

**TTS!** shall provide Services in alignment with the concepts and programs as delivered to **Business Contact/Lead Manager** on May 28, 2024, and agrees to provide the below services and deliverables:

### I. AGENCY OF RECORD

#### 1. Campaign: Malibu -- Surf. Sand. SLOW!

- Lead Agency of Record applying professional skills, resources, experience & expertise to manage/drive campaign and achieve impactful results
- Focused on achieving stated campaign primary objectives & goals:
  - + Effectively change driver behavior on Pacific Coast Highway to drive slower, safer and with more overall awareness
  - + Foster a culture of responsibility among all road users
  - + Address challenges associated with residents' skepticism regarding potential for change



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## PROFESSIONAL SERVICES STATEMENT OF WORK

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### 2. Identify & Incorporate Unrecognized Value

- Use best efforts/skills to consistently uncover and include previously unrecognized value into every piece of campaign
- Leverage relationships, opportunities for trade, and distinctive **City of Malibu** brand/identity

### 3. Integration & ROI

- Maximize ROI following **City of Malibu** standards, policies, & protocols

## II. STRATEGY DEVELOPMENT, LEADERSHIP & MANAGEMENT

### 1. Immerse Into City of Malibu + Community Mindset

- Understand people, organization & processes
- Provide consistent best practices, represent best interests, continuously blend unique resident perspective to achieve goals

### 2. Provide Strategy & Brand Expertise

- Apply resolute and ongoing strategy expertise
- Key brand strategy components to include positioning, voice, tone & manner, vision, mission + defining various target audiences
- Help identify overall needs, develop plans, assign specific deliverables
- Secure approvals from **Lead Manager**

### 3. Continuously Determine Goals, Metrics & Definitions of Success

- Work with **PCH Focus Group (PCH FG)** and **Lead Manager**
- Determine/help define realistic & proper metrics
- Ensure focused on achieving agreed upon short and long-term goals

### 4. Work Closely with ALL Stake Holders

- Available to **City of Malibu** staff, City Council, community leaders and all interested stakeholders
- Consistently solicit feedback, conduct personal/unofficial research to help determine campaign direction and deliver on objectives
- Participate/attend bi-weekly **PCH FG** meetings



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## PROFESSIONAL SERVICES STATEMENT OF WORK

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- On-call to meet with **Lead Manager** on regular basis
- Formal liaison to community + unofficial 'grassroots team'

### 5. **Develop Master Production Calendar and Timeline**

- Working calendar reflecting primary activities and timelines

## III. **CREATIVE SERVICES**

### 1. **Provide Creative Expertise & Leadership**

- Collaborate with all **City of Malibu** teams, departments, partners, sub-contractors, vendors, and community
- ID 'big picture' opportunities – internal and external -- to creatively enhance overall campaign success

### 2. **Campaign Name + Tagline Development**

- Provide creative leadership to brainstorming sessions, help define ideas and concepts to align with campaign goals
- Provide various 'out-of-box/big-bang' concepts and ideas
- Provide multiple revisions and drafts as necessary
- Secure required approvals

### 3. **Logo Development**

- Provide creative leadership to brainstorming sessions, help define ideas and concepts to align with campaign goals
- Develop various concepts & designs addressing stated goals
- Provide multiple revisions and drafts as necessary
- Secure required approvals
- Deliver final logo in proper file formats
- Create additional integrated/interchangeable branded components and files for use throughout campaign

### 4. **Artistic Direction/Brand Identity**

- Ensure campaign continuously features distinctive look and feel
- Propose various options/concepts, collaborate closely with teams, secure required approvals



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## PROFESSIONAL SERVICES STATEMENT OF WORK

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- Help develop/manage consistent campaign brand identity to align with **City of Malibu** + campaign stated goals

### 5. Graphic Design

- Continuously develop smart, impactful graphics consistent with campaign brand goals & guidelines
- Propose concepts as necessary: customization, communications, collateral, signage, etc.
- Manage collaborative process, secure required approvals
- Collaborate with stated partners (i.e., State of CA) and vendors to integrate *PCH FG* marketing efforts into similar and/or supporting campaigns
- Deliver finished products in timely manner, manage delivery

### 6. Creative Writing, Scripting, Presentations & Communication

- Provide writing & scripting as needed
- Develop engaging PowerPoint presentations, images & graphics to help communicate concepts and content featured throughout campaign
- Secure & manage approvals
- Deliver finished presentations to leaders and team members for use

### 7. Producer/Director Services

- Hands-on Producer/Director overseeing agreed upon content creation
- Manage all outside artists, celebrities and/or production professionals brought into campaign such as:
  - + Musicians/recording engineers
  - + Voice-over artists/actors
  - + Camera/sound/lighting operators & technicians
  - + Film editors/post-production teams
- Additional point of contact for participating sub-vendors/agencies:
  - + Website/social media/Influencers & personalities
- Deliver content in proper format, on schedule and to agreed budget



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### IV. CONTENT DEVELOPMENT & DELIVERABLES

#### 1. Custom Content

- Lead development and production of agreed upon customized content that creatively aligns with campaign goals
- Secure proper rights & license's
- Consistently deliver impactful, valuable, one-of-kind components

#### 2. Campaign Theme Song: Slow Down Now Whaddya Say

- Re-record and customize one chorus & melody of hit song 'Lake Shore Drive' (Aliotta, Haynes & Jeremiah)
- Leverage familiarity of song to bring attention to campaign, use as foundation for PSA's, media, and all promotional efforts
- Secure permission from rights owners (EVH Publishing and Sony/ATV Publishing), negotiate favorable terms and rates
- Re-write custom lyrics to align with campaign slogan & tagline
- Secure formal approval of new lyrics from song owner
- Record & mix song using professional musicians/sound engineers
- Produce multiple fully mastered, broadcast ready recordings:
  - + :90 (full length, online usage)
  - + :60 (TV & broadcast)
  - + :30 (TV & broadcast)
  - + :20 (social postings, i.e., TikTok)
  - + :15 (TV & broadcast)
  - + :10 (sponsorships i.e., radio traffic reports)
  - + Full instrumental mix (future creative)

#### 3. PSA Video/TV Spot #1

- Develop recommendations, storyboards, and concept demos
- Deliver rough cuts, secure required approvals
- Produce and deliver fully mastered spot including:
  - + Rights clearances
  - + Music: selection, recording & mixing (\*as needed, Sec. III)
  - + Producer/Director services (\*as needed, Sec. III)
  - + Creative Services (\*as needed, Sec. III)
- Deliver various fully mastered broadcast ready spots:





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### Broadcast TV Format

- + :60 second
- + :30 seconds
- + :15 seconds

### 9x16 Format (\*mobile phone)

- + :60 second
- + :30 seconds
- + :15 seconds

#### 4. **Future PSA Video/TV Spots**

- Develop recommendations, storyboards, and concept demos
- Two additional PSA's (PSA #2 and PSA #3)
- Deliver rough cuts, secure required approvals
- Number of spots: tbd (\*budget & strategy dependent)
- Produce and deliver fully mastered spots including:
  - + Rights clearances
  - + Music: selection, recording & mixing (\*as needed, Sec. III)
  - + Producer/Director services (\*as needed, Sec. III)
  - + Creative Services (\*as needed, Sec. III)

#### 5. **Secure & Manage Talent/VIP's** (\*if necessary)

- ID and interface w/ talent/VIPS's (i.e., celebrities, experts, partners, etc.)
- Collaborate with representatives to secure participation
- Define travel, riders, and all paperwork; responsible on-site for talent/VIP management

#### 6. **Swag & Premiums**

- Provide recommendations of branded merchandise
- FUN, distinctive and valuable
- Provide multiple options, secure favorable pricing
- Supply proofs, secure required approvals
- Manage process: concepts, artwork, proofs, negotiating/ordering, shipping, delivery etc.



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## PROFESSIONAL SERVICES STATEMENT OF WORK

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### 7. BIG Ideas

- LED Road Signs
  - + Share formal concept presentations
  - + Develop conceptual creative options
  - + Research potential manufacturers
  - + Negotiate & secure favorable rates
  - + Manage manufacturing process, secure required approvals
  - + Help coordinate installation
  - + Create launch & forward content management plans
- Develop and present additional BIG Ideas still TBD

## V. MEDIA MANAGEMENT, PURCHASING & PLACEMENT

### 1. Identify Correct Media Channels

- Assist identifying media used by target audience
- TV? Radio? Sponsorships? Social? Internet? Professional Trades? Newspapers? Podcasts?

### 2. Identify Specific Partners

- Assist identifying correct & most valuable media partners
- Negotiate favorable time slots & rates

### 3. Develop Recommended Plan/Secure Approvals

- Provide recommended integrated media plan
- Secure required approvals

### 4. Manage Overall Process

- Primary liaison to media partners & outlets; professionally represent **City of Malibu**
- Deliver mastered content to media outlets in proper formats
- Manage on-air schedules



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## PROFESSIONAL SERVICES STATEMENT OF WORK

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### VI. EXPERIENTIAL & EVENT MARKETING

#### 1. Ideation

- Lead brainstorming on additional realistic concepts
- ID 'big picture' opportunities to align with campaign objectives

#### 2. Event-In-A-Box: The 21 Miles Road Tour

- Lead brainstorming and planning
- Develop execution plan including budget and calendar
- Create/build-out campaign components
- Primary point of contact for tour

#### 3. Concept Development

- Develop concepts/ideas for approval
- Minimum four additional campaigns (tbd), currently proposed:
  - + Pepperdine Student Waves Effect Partnership
  - + Malibu PTSA Partnership/Support
  - + Chamber of Commerce/Local Businesses
  - + Real Estate Agent Open House SLOW
  - + SurfSandSLOW Beach Team
- Create specific action plans
- Estimate costs, negotiate favorable rates, provide formal budget
- Secure required approvals

#### 4. Team/Volunteers/Sub-vendor Management

- Primary point for all vendors and production/creative sub-contractors
- Help develop & coordinate community volunteers & street teams

#### 5. Secure Necessary Permits, Required Insurance

- Research/identify as required
- Work directly with local representatives to understand special use needs; ensure full compliance

#### 6. On-Site Management/Producer

- 'On the ground,' visible and available throughout events
- Advance set-up and/or early arrival as necessary



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## PROFESSIONAL SERVICES STATEMENT OF WORK

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### VII. PUBLICITY/SOCIAL MEDIA PROMOTION

#### 1. Public Relations

- Support campaign publicity efforts: set strategy, provide clear direction
- Work closely with **City of Malibu** Media Officer
- Secure approvals on all outreach/efforts
- Committed campaign specialist: generate stories, secure placement, and arrange follow-up with editors/reporters

#### 2. Social Media Promotion

- Support campaign social media efforts: help define strategies, create ideas, provide clear direction, secure all approvals
- Work closely with **City of Malibu** Media Officer
- Committed campaign specialist: generate interest, secure placements, strive for viral activation

### VIII. BUSINESS SERVICES

#### 1. Budget Management

- Create and manage overall budget
- Present to **Lead Manager** as requested

#### 2. Paperwork & Document Management

- Draft all necessary documents (i.e., agreements, contracts, riders etc.)
- Work with **City of Malibu** legal and/or financial departments on required clearances

#### 3. Financial Management

- Responsible for dispersing payments to consultants, sub-contractors, and vendors
- Manage all tax related forms, 1099's etc.
- Provide financial tracking and budgeting

**EXHIBIT B**  
**FEE SCHEDULE**



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## PROFESSIONAL SERVICES STATEMENT OF WORK

4. **Milestones, Delivery Dates, and Fee/Payment Amount(s).** Payments to TTS! are Net 30 days. All Work shall be completed and delivered to **City of Malibu** in accordance with the following schedule.

### A. FEE SCHEDULE: YEAR #1

	Description of primary work deliverables:	Service Dates	Invoice Date	Payment Amount (**discounted 46% from standard commercial rate)
1.	Sect. 1. I – VIII (above)	October 15, 2024 through September 30, 2025	October 15, 2024	\$13,500
2.			November 1, 2024	\$27,000
3.			December 1, 2024	\$27,000
4.			January 1, 2025	\$27,000
5.			February 1, 2025	\$27,000
6.			March 1, 2025	\$27,000
7.			April 1, 2025	\$27,000
8.			May 1, 2025	\$27,000
9.			June 1, 2025	\$27,000
10.			July 1, 2025	\$27,000
11.			August 1, 2025	\$27,000
12.			September 1, 2025	<u>\$27,000</u>
				<b>\$310,500</b>

\*\* Additional services + deliverables available at agreed upon pricing.

\*\* Schedule does not include reimbursable hard costs.



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## PROFESSIONAL SERVICES STATEMENT OF WORK

### B. FEE SCHEDULE: YEAR #2

	Description of primary work deliverables:	Service Dates	Invoice Date	Payment Amount (**discounted 46% from standard commercial rate)
1.	Sect. 1. I – VIII (above)	October 1, 2025 through September 30, 2026	October 1, 2025	\$27,000
2.			November 1, 2025	\$27,000
3.			December 1, 2025	\$27,000
4.			January 1, 2026	\$27,000
5.			February 1, 2026	\$27,000
6.			March 1, 2026	\$27,000
7.			April 1, 2026	\$27,000
8.			May 1, 2026	\$27,000
9.			June 1, 2026	\$27,000
10.			July 1, 2026	\$27,000
11.			August 1, 2026	\$27,000
12.			September 1, 2026	\$27,000
				<b>\$324,000</b>

\*\* Additional services + deliverables available at agreed upon pricing.

\*\* Schedule does not include reimbursable hard costs.



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PROFESSIONAL SERVICES STATEMENT OF WORK

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C. REIMBURSABLE EXPENSES

Agreed upon hard costs and pass-through expenses require written, pre-authorization from **Lead Manager**:

	Description of primary work deliverables include but are not limited to the following:	Service Dates	Invoice Date	Payment Amount
1.	Licenses/rights, materials, hard costs, etc.	TBD	Upon completion	Full reimbursement
2.	T&E associated with providing the above services & deliverables: <ul style="list-style-type: none"><li>• Out-of-region trips as required</li></ul>	TBD	Upon Completion	Full reimbursement



## **EXHIBIT C INSURANCE LANGUAGE**

Without limiting Producer's indemnification of City, and prior to commencement of work and/or services under this Agreement, Producer shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

**General Liability Insurance.** Producer shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile Liability Insurance.** Producer shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Producer arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

**Workers' Compensation Insurance.** Producer shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least \$1,000,000).

Producer shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

### **OTHER PROVISIONS OR REQUIREMENTS**

**Proof of Insurance.** Producer shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of Coverage.** Producer shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Producer, their agents, representatives, employees, or subconsultants.

**Primary/Noncontributing.** Coverage provided by Producer shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self- insurance shall be called upon to protect it as a named insured.

**City's Rights of Enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Producer or City will withhold amounts sufficient to pay premium from Producer payments. In the alternative, City may cancel this Agreement.

**Acceptable Insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

**Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Producer or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of Contract Provisions (Non Estoppel).** Producer acknowledges and agrees that any actual or alleged failure on the part of the City to inform Producer of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

**Requirements Not Limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Producer maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Producer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Notice of Cancellation.** Producer agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Producer's insurers are unwilling to provide such notice, then Producer shall have the responsibility of notifying the City immediately in the event of Producer's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

**Additional Insured Status.** General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

**Prohibition Of Undisclosed Coverage Limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

**Separation of Insureds.** A severability of interests' provision must apply for all additional insureds ensuring that Producer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass Through Clause.** Producer agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Producer (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Producer under this Agreement. Producer agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Producer's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Producer may still be able to utilize the Subcontractor provided Producer shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Producer, but in all other terms consistent with the Producer's requirements under this Agreement. This provision does not relieve the Producer of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Producer with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Producer under this Agreement given the limited scope of work or services provided by the subcontractor. Producer agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

**City's Right to Revise Specifications.** The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Producer ninety (90) days' advance written notice of such change. If such a change results in substantial additional costs to the Producer, the City and Producer may renegotiate the Producer's compensation.

**Self-Insured Retentions.** Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

**Timely Notice Of Claims.** Producer shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional Insurance.** The Producer shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.