

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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CONTRACT

36017

THIS CONTRACT is made and entered, in duplicate, as of July 27, 2021 for reference purposes only, pursuant to Resolution No. RES-21-0070, adopted by the City Council of the City of Long Beach at its meeting on July 13, 2021, by and between TAXI PRODUCTIONS, INC. dba KJLH 102.3 FM, a Delaware corporation ("Contractor"), with a place of business at 161 North La Brea Avenue, Inglewood, CA 90301, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, the City requires services of a specialist in radio and internet communications to create and deliver a culturally responsive public awareness media campaign centered on the Black Infant Health Program ("Project"); and

WHEREAS, City did by Resolution No. RES-21-0070 determine that the City's need to purchase culturally relevant communications and marketing services could only be met by Contractor and, by reason of the foregoing, no useful purpose would be served by advertising for bids to purchase campaign services, and to do so would constitute an idle and useless act and an unnecessary expenditure of public funds; and

WHEREAS, City desires to have Contractor perform these specialized services, and Contractor is willing and able to do so on the terms and conditions in this Agreement; and

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Contractor shall furnish specialized services more particularly described in Exhibit "A", incorporated by this reference as authorized by Resolution No. RES-21-0070, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, in an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000).

B. City shall pay Contractor in due course of payments following

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receipt from Contractor and approval by City of invoices showing the services or task performed, the time expended (if billing is hourly), and the name of the Project. Contractor shall certify on the invoices that Contractor has performed the services in full conformance with this Agreement and is entitled to receive payment. Each invoice shall be accompanied by a progress report indicating the progress to date of services performed and covered by the invoice, including a brief statement of any Project problems and potential causes of delay in performance, and listing those services that are projected for performance by Contractor during the next invoice cycle. Where billing is done and payment is made on an hourly basis, the parties acknowledge that this arrangement is either customary practice for Contractor's profession, industry or business, or is necessary to satisfy audit and legal requirements which may arise due to the fact that City is a municipality.

C. Contractor represents that Contractor has obtained all necessary information on conditions and circumstances that may affect its performance and has conducted site visits, if necessary.

D. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should Contractor discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, Contractor must immediately inform the City of that fact and may not proceed except at Contractor's risk until written instructions are received from the City.

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E. Contractor must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the City, except those losses or damages as may be caused by the City's own negligence.

F. CAUTION: Contractor shall not begin work until this Agreement has been signed by both parties and until Contractor's evidence of insurance has been delivered to and approved by City.

2. TERM. The term of this Contract shall commence on October 1, 2020, and shall terminate at midnight on June 30, 2021 unless sooner terminated as provided herein, with the option to renew for one (1) additional one-year period at the discretion of the City Manager.

3. COORDINATION AND ORGANIZATION.

A. Contractor shall coordinate its performance with City's representative, if any, named in Exhibit "B", attached to this Agreement and incorporated by this reference. Contractor shall advise and inform City's representative of the work in progress on the Project in sufficient detail so as to assist City's representative in making presentations and in holding meetings on the Project. City shall furnish to Contractor information or materials, if any, described in Exhibit "C", attached to this Agreement and incorporated by this reference, and shall perform any other tasks described in the Exhibit.

B. The parties acknowledge that a substantial inducement to City for entering this Agreement was and is the reputation and skill of Contractor's key employee, named in Exhibit "D" attached to this Agreement and incorporated by this reference. City shall have the right to approve any person proposed by Contractor to replace that key employee.

4. INDEPENDENT CONTRACTOR. In performing its services,

1 Contractor is and shall act as an independent contractor and not an employee,
2 representative or agent of City. Contractor shall have control of Contractor's work and the
3 manner in which it is performed. Contractor shall be free to contract for similar services to
4 be performed for others during this Agreement; provided, however, that Contractor acts in
5 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges
6 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;
7 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
8 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of
9 the usual and customary rights, benefits or privileges of City employees. Contractor
10 expressly warrants that neither Contractor nor any of Contractor's employees or agents
11 shall represent themselves to be employees or agents of City.

12 5. INSURANCE.

13 A. As a condition precedent to the effectiveness of this
14 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
15 duration of this Agreement, from insurance companies that are admitted to write
16 insurance in California and have ratings of or equivalent to A:V by A.M. Best
17 Company or from authorized non-admitted insurance companies subject to Section
18 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
19 by A.M. Best Company, the following insurance:

20 (a) Commercial general liability insurance (equivalent in scope to
21 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
22 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
23 coverage shall include but not be limited to broad form contractual liability,
24 cross liability, independent contractors liability, and products and completed
25 operations liability. City, its boards and commissions, and their officials,
26 employees and agents shall be named as additional insureds by
27 endorsement (on City's endorsement form or on an endorsement equivalent
28 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance

1 shall contain no special limitations on the scope of protection given to City,
2 its boards and commissions, and their officials, employees and agents. This
3 policy shall be endorsed to state that the insurer waives its right of
4 subrogation against City, its boards and commissions, and their officials,
5 employees and agents.

6 (b) Workers' Compensation insurance as required by the California
7 Labor Code and employer's liability insurance in an amount not less than
8 \$1,000,000. This policy shall be endorsed to state that the insurer waives
9 its right of subrogation against City, its boards and commissions, and their
10 officials, employees and agents.

11 (c) Professional liability or errors and omissions insurance in an
12 amount not less than \$1,000,000 per claim.

13 (d) Commercial automobile liability insurance (equivalent in scope
14 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
15 amount not less than \$500,000 combined single limit per accident.

16 B. Any self-insurance program, self-insured retention, or
17 deductible must be separately approved in writing by City's Risk Manager or
18 designee and shall protect City, its officials, employees and agents in the same
19 manner and to the same extent as they would have been protected had the policy
20 or policies not contained retention or deductible provisions.

21 C. Each insurance policy shall be endorsed to state that coverage
22 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
23 written notice to City, shall be primary and not contributing to any other insurance
24 or self-insurance maintained by City, and shall be endorsed to state that coverage
25 maintained by City shall be excess to and shall not contribute to insurance or self-
26 insurance maintained by Contractor. Contractor shall notify City in writing within five
27 (5) days after any insurance has been voided by the insurer or cancelled by the
28 insured.

1 D. If this coverage is written on a "claims made" basis, it must
2 provide for an extended reporting period of not less than one hundred eighty (180)
3 days, commencing on the date this Agreement expires or is terminated, unless
4 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,
5 continuing coverage for a period of not less than three (3) years, commencing on
6 the date this Agreement expires or is terminated.

7 E. Contractor shall require that all sub-contractors or contractors
8 that Contractor uses in the performance of these services maintain insurance in
9 compliance with this Section unless otherwise agreed in writing by City's Risk
10 Manager or designee.

11 F. Prior to the start of performance, Contractor shall deliver to City
12 certificates of insurance and the endorsements for approval as to sufficiency and
13 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the
14 insurance, furnish to City certificates of insurance and endorsements evidencing
15 renewal of the insurance. City reserves the right to require complete certified copies
16 of all policies of Contractor and Contractor's sub-Contractors and contractors, at any
17 time. Contractor shall make available to City's Risk Manager or designee all books,
18 records and other information relating to this insurance, during normal business
19 hours.

20 G. Any modification or waiver of these insurance requirements
21 shall only be made with the approval of City's Risk Manager or designee. Not more
22 frequently than once a year, City's Risk Manager or designee may require that
23 Contractor, Contractor's sub-Contractors and contractors change the amount,
24 scope or types of coverages required in this Section if, in his or her sole opinion, the
25 amount, scope or types of coverages are not adequate.

26 H. The procuring or existence of insurance shall not be construed
27 or deemed as a limitation on liability relating to Contractor's performance or as full
28 performance of or compliance with the indemnification provisions of this Agreement.

1 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
2 contemplates the personal services of Contractor and Contractor's employees, and the
3 parties acknowledge that a substantial inducement to City for entering this Agreement was
4 and is the professional reputation and competence of Contractor and Contractor's
5 employees. Contractor shall not assign its rights or delegate its duties under this
6 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
7 of City, except that Contractor may with the prior approval of the City Manager of City,
8 assign any moneys due or to become due Contractor under this Agreement. Any
9 attempted assignment or delegation shall be void, and any assignee or delegate shall
10 acquire no right or interest by reason of an attempted assignment or delegation.
11 Furthermore, Contractor shall not subcontract any portion of its performance without the
12 prior approval of the City Manager or designee, or substitute an approved sub-Contractor
13 or contractor without approval prior to the substitution. Nothing stated in this Section shall
14 prevent Contractor from employing as many employees as Contractor deems necessary
15 for performance of this Agreement.

16 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
17 certifies that, at the time Contractor executes this Agreement and for its duration,
18 Contractor does not and will not perform services for any other client which would create a
19 conflict, whether monetary or otherwise, as between the interests of City and the interests
20 of that other client. And, Contractor shall obtain similar certifications from Contractor's
21 employees, sub-Contractors and contractors.

22 8. MATERIALS. Contractor shall furnish all labor and supervision,
23 supplies, materials, tools, machinery, equipment, appliances, transportation and services
24 necessary to or used in the performance of Contractor's obligations under this Agreement,
25 except as stated in Exhibit "C".

26 9. OWNERSHIP OF DATA. All materials, information and data
27 prepared, developed or assembled by Contractor or furnished to Contractor in connection
28 with this Agreement, including but not limited to documents, estimates, calculations,

1 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
2 models, reports, summaries, drawings, designs, notes, plans, information, material and
3 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
4 in a format identified by City, and City shall have the unrestricted right to use and disclose
5 the Data in any manner and for any purpose without payment of further compensation to
6 Contractor. Copies of Data may be retained by Contractor but Contractor warrants that
7 Data shall not be made available to any person or entity for use without the prior approval
8 of City. This warranty shall survive termination of this Agreement for five (5) years.

9 10. TERMINATION. Either party shall have the right to terminate this
10 Agreement for any reason or no reason at any time by giving thirty (30) calendar days prior
11 notice to the other party. In the event of termination under this Section, City shall pay
12 Contractor for services satisfactorily performed and costs incurred up to the effective date
13 of termination for which Contractor has not been previously paid. The procedures for
14 payment in Section 1.B. with regard to invoices shall apply. On the effective date of
15 termination, Contractor shall deliver to City all Data developed or accumulated in the
16 performance of this Agreement, whether in draft or final form, or in process. And,
17 Contractor acknowledges and agrees that City's obligation to make final payment is
18 conditioned on Contractor's delivery of the Data to City.

19 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and
20 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
21 performing its services, during the term of this Agreement and for five (5) years following
22 expiration or termination of this Agreement. In addition, Contractor shall keep confidential
23 all information, whether written, oral or visual, obtained by any means whatsoever in the
24 course of performing its services for the same period of time. Contractor shall not disclose
25 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit
26 of others except for the purpose of this Agreement.

27 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
28 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor

1 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
2 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does
3 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant
4 to subpoena or court order.

5 13. ADDITIONAL SERVICES. The City has the right at any time during
6 the performance of the services, without invalidating this Agreement, to order extra work
7 beyond that specified in the RFP or make changes by altering, adding to or deducting from
8 the work. No extra work may be undertaken unless a written order is first given by the City,
9 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.
10 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in
11 the time to perform of One Hundred Eighty (180) days or less, may be approved by the
12 City Representative. Any greater increases, taken either separately or cumulatively, must
13 be approved by the City Council. It is expressly understood by Contractor that the
14 provisions of this paragraph do not apply to services specifically set forth in the RFP or
15 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that
16 the services to be provided pursuant to the RFP may be more costly or time consuming
17 than Contractor anticipates and that Contractor will not be entitled to additional
18 compensation for the services set forth in the RFP.

19 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct
20 from any amount payable to Contractor (whether or not arising out of this Agreement) any
21 amounts the payment of which may be in dispute or that are necessary to compensate the
22 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for
23 which the City may be liable to third parties, by reason of Contractor's acts or omissions in
24 performing or failing to perform Contractor's obligations under this Agreement. In the event
25 that any claim is made by a third party, the amount or validity of which is disputed by
26 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the
27 City may withhold from any payment due, without liability for interest because of the
28 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the

1 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,
2 indemnify and protect the City as elsewhere provided in this Agreement.

3 15. AMENDMENT. This Agreement, including all Exhibits, shall not be
4 amended, nor any provision or breach waived, except in writing signed by the parties which
5 expressly refers to this Agreement.

6 16. LAW. This Agreement shall be construed in accordance with the laws
7 of the State of California, and the venue for any legal actions brought by any party with
8 respect to this Agreement shall be the County of Los Angeles, State of California for state
9 actions and the Central District of California for any federal actions. Contractor shall cause
10 all work performed in connection with construction of the Project to be performed in
11 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
12 county or municipal governments or agencies (including, without limitation, all applicable
13 federal and state labor standards, including the prevailing wage provisions of sections 1770
14 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
15 marshal, health officer, building inspector, or other officer of every governmental agency
16 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be
17 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in
18 conflict with any applicable laws, but the remainder of the Agreement will remain in full
19 force and effect.

20 17. PREVAILING WAGES.

21 A. Consultant agrees that all public work (as defined in California
22 Labor Code section 1720) performed pursuant to this Agreement (the "Public
23 Work"), if any, shall comply with the requirements of California Labor Code sections
24 1770 *et seq.* City makes no representation or statement that the Project, or any
25 portion thereof, is or is not a "public work" as defined in California Labor Code
26 section 1720.

27 B. In all bid specifications, contracts and subcontracts for any
28 such Public Work, Consultant shall obtain the general prevailing rate of per diem

1 wages and the general prevailing rate for holiday and overtime work in this locality
2 for each craft, classification or type of worker needed to perform the Public Work,
3 and shall include such rates in the bid specifications, contract or subcontract. Such
4 bid specifications, contract or subcontract must contain the following provision: "It
5 shall be mandatory for the contractor to pay not less than the said prevailing rate of
6 wages to all workers employed by the contractor in the execution of this contract.
7 The contractor expressly agrees to comply with the penalty provisions of California
8 Labor Code section 1775 and the payroll record keeping requirements of California
9 Labor Code section 1771."

10 18. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
11 constitutes the entire understanding between the parties and supersedes all other
12 agreements, oral or written, with respect to the subject matter in this Agreement.

13 19. INDEMNITY.

14 A. Consultant shall indemnify, protect and hold harmless City, its
15 Boards, Commissions, and their officials, employees and agents ("Indemnified
16 Parties"), from and against any and all liability, claims, demands, damage, loss,
17 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
18 costs and expenses, including attorneys' fees, court costs, expert and witness fees,
19 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
20 in part, out of or in connection with (1) Consultant's breach or failure to comply with
21 any of its obligations contained in this Agreement, including all applicable federal
22 and state labor requirements including, without limitation, the requirements of
23 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,
24 omissions or misrepresentations committed by Consultant, its officers, employees,
25 agents, subcontractors, or anyone under Consultant's control, in the performance
26 of work or services under this Agreement (collectively "Claims" or individually
27 "Claim").

28 B. In addition to Consultant's duty to indemnify, Consultant shall

1 have a separate and wholly independent duty to defend Indemnified Parties at
2 Consultant's expense by legal counsel approved by City, from and against all
3 Claims, and shall continue this defense until the Claims are resolved, whether by
4 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
5 breach, or the like on the part of Consultant shall be required for the duty to defend
6 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
7 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
8 in the defense.

9 C. If a court of competent jurisdiction determines that a Claim was
10 caused by the sole negligence or willful misconduct of Indemnified Parties,
11 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
12 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
13 percentage of willful misconduct attributed by the court to the Indemnified Parties.

14 D. The provisions of this Section shall survive the expiration or
15 termination of this Agreement.

16 20. FORCE MAJEURE. If any party fails to perform its obligations
17 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
18 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
19 governmental regulations, governmental controls, judicial orders, enemy or hostile
20 governmental action, civil commotion, fire or other casualty, or other causes beyond the
21 reasonable control of the party obligated to perform, then that party's performance will be
22 excused for a period equal to the period of such cause for failure to perform.

23 21. AMBIGUITY. In the event of any conflict or ambiguity between this
24 Agreement and any Exhibit, the provisions of this Agreement shall govern.

25 22. NONDISCRIMINATION.

26 A. In connection with performance of this Agreement and subject
27 to applicable rules and regulations, Contractor shall not discriminate against any
28 employee or applicant for employment because of race, religion, national origin,

1 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
2 disability. Contractor shall ensure that applicants are employed, and that employees
3 are treated during their employment, without regard to these bases. These actions
4 shall include, but not be limited to, the following: employment, upgrading, demotion
5 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay
6 or other forms of compensation; and selection for training, including apprenticeship.

7 23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
8 accordance with the provisions of the Ordinance, this Agreement is subject to the
9 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
10 Long Beach Municipal Code, as amended from time to time.

11 A. During the performance of this Agreement, the Consultant
12 certifies and represents that the Consultant will comply with the EBO. The
13 Consultant agrees to post the following statement in conspicuous places at its place
14 of business available to employees and applicants for employment:

15 "During the performance of a contract with the City of Long Beach, the
16 Consultant will provide equal benefits to employees with spouses and its
17 employees with domestic partners. Additional information about the City of
18 Long Beach's Equal Benefits Ordinance may be obtained from the City of
19 Long Beach Business Services Division at 562-570-6200."

20 B. The failure of the Consultant to comply with the EBO will be
21 deemed to be a material breach of the Agreement by the City.

22 C. If the Consultant fails to comply with the EBO, the City may
23 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
24 to become due under the Agreement may be retained by the City. The City may
25 also pursue any and all other remedies at law or in equity for any breach.

26 D. Failure to comply with the EBO may be used as evidence
27 against the Consultant in actions taken pursuant to the provisions of Long Beach
28 Municipal Code 2.93 et seq., Contractor Responsibility.

1 E. If the City determines that the Consultant has set up or used its
2 contracting entity for the purpose of evading the intent of the EBO, the City may
3 terminate the Agreement on behalf of the City. Violation of this provision may be
4 used as evidence against the Consultant in actions taken pursuant to the provisions
5 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

6 24. NOTICES. Any notice or approval required by this Agreement shall
7 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
8 postage prepaid, addressed to Contractor at the address first stated above, and to City at
9 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
10 to the City Clerk at the same address. Notice of change of address shall be given in the
11 same manner as stated for other notices. Notice shall be deemed given on the date
12 deposited in the mail or on the date personal delivery is made, whichever occurs first.

13 25. COVENANT AGAINST CONTINGENT FEES. Contractor warrants
14 that Contractor has not employed or retained any entity or person to solicit or obtain this
15 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,
16 commission or other monies based on or from the award of this Agreement. If Contractor
17 breaches this warranty, City shall have the right to terminate this Agreement immediately
18 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
19 due under this Agreement or otherwise recover the full amount of the fee, commission or
20 other monies.

21 26. WAIVER. The acceptance of any services or the payment of any
22 money by City shall not operate as a waiver of any provision of this Agreement or of any
23 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
24 Agreement shall not constitute a waiver of any other or subsequent breach of this
25 Agreement.

26 27. CONTINUATION. Termination or expiration of this Agreement shall
27 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
28 18, 21 and 28 prior to termination or expiration of this Agreement.

1 28. TAX REPORTING. As required by federal and state law, City is
2 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.
3 Contractor shall be solely responsible for payment of all federal and state taxes resulting
4 from payments under this Agreement. Contractor shall submit Contractor's Employer
5 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
6 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
7 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
8 Contractor provides one of these numbers.

9 29. ADVERTISING. Contractor shall not use the name of City, its officials
10 or employees in any advertising or solicitation for business or as a reference, without the
11 prior approval of the City Manager or designee.

12 30. AUDIT. City shall have the right at all reasonable times during the
13 term of this Agreement and for a period of five (5) years after termination or expiration of
14 this Agreement to examine, audit, inspect, review, extract information from and copy all
15 books, records, accounts and other documents of Contractor relating to this Agreement.

16 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or
17 designed to or entered for the purpose of creating any benefit or right for any person or
18 entity of any kind that is not a party to this Agreement.

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IN WITNESS WHEREOF, the parties have signed this document with all the formalities required by law as of the date first stated above.

TAXI PRODUCTIONS, INC., a Delaware corporation

August 5, 2021

By Karen E. Slade
Name Karen E Slade
Title Corporate Secretary

August 5, 2021

By Cynthia Mayweather
Name Cynthia Mayweather
Title Sales & Integrated Marketing Mgr

"Contractor"

CITY OF LONG BEACH, a municipal corporation

August 20 2021

By Linda F. Jackson
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

This Contract is approved as to form on August 23, 2021.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties have signed this document with all the formalities required by law as of the date first stated above.

TAXI PRODUCTIONS, INC., a Delaware corporation

August 5, 2021

By Karen E. Slade
Name Karen E Slade
Title Corporate Secretary

August 5, 2021

By Cynthia Mayweather
Name Cynthia Mayweather
Title Sales & Integrated Marketing Mgr

"Contractor"

CITY OF LONG BEACH, a municipal corporation

_____, 2021

By _____
City Manager

"City"

This Contract is approved as to form on _____, 2021.

CHARLES PARKIN, City Attorney

By _____
Deputy

EXHIBIT “A”

Cost and Scope of Work

Black Infant Health Program

Marketing & Advertising Budget

(January-June 2021)

APRIL

LOS ANGELES COUNTY – TOTAL: \$20,600 (Los Angeles, Pasadena, Riverside, Long Beach, San Bernardino)

- On-Air – Total \$10,000**
- April featuring Black Maternal Health Week**
 - Ninety-five (95) :60 announcements to air Mon-Sun 6A-10P \$7,500
 - Twenty (20) :15 Traffic announcements \$2000
 - Messaging to be endorsed by KJLH on air personality Tammi Mac: \$500
- Digital Assets – Total \$5500**
- On-Line - \$5100**
 - One hundred (100) streaming announcements Mon-Sun 6A-10P: \$1500
 - Two (2) email blast per month to database of over 50,000: \$1000
 - BIH Resource listing on the KJLH App:\$100
 - 300x250 banner ad on kjlhradio.com: \$500.00
 - 728 X 90 banner ad on kjlhradio.com during highlighted week April 11-17, 2020 – Black Maternal Week \$2000
- Social Media - \$400**
 - Social Media posts – Facebook & Instagram (150,000 followers): \$200
- San Bernardino Print - Total \$5100**
 - Full Page Ad in SB Voice \$3100
 - 970x90 Leaderboard on digital paper \$2000

SAN DIEGO COUNTY – TOTAL: \$10,400

- San Diego Radio \$6,300**
 - Fifty (50) on-air announcements to air M-Su 6A-7P \$6,300
- San Diego Digital \$900**
 - 300x250 digital banner \$900
- San Diego Print \$3200**
 - One (1) 2/3rd page ad \$2700
 - San Diego Voice – Online: One (1) week of 728x90 leaderboard ads \$500

KERN COUNTY – TOTAL: \$3,000

- On Air -**
- KISV/Bakersfield**
 - Forty-four (44) :60 announcements to air M-Su 6A-12M **Total \$2360**
- KXXX/Bakersfield**
 - Fifty (50) :60 announcements to air M-Su 6A-12M **Total \$640**

APRIL TOTAL: \$34,000

MAY

LOS ANGELES COUNTY – TOTAL: \$57,400

- May (includes Women's Health Expo Sponsorship)**
 - Presenting Sponsorship of Women's Health Expo (Event live on KJLH TV and website for one year)
- Sponsorship Assets \$10,800**
 - One Hour Recorded Panel Discussion from BIH Reps both NoCal and SoCal **\$6000**
 - Pre-Roll and Post-Roll on Recording **\$300**
 - Logo placement on main panel video **\$100**
 - Directory of all BIH in State on KJLH App and Community Directory **\$100**
 - Name inclusion in One-Hundred promotional announcements **\$4300**
 - BIH Session Link to be shared with NoCal for one year

- On-Air (5 Weeks) Total \$31,000**
 - Fifty-two (52) :60 announcements to air Mon-Sun 6A-10P **\$5200 per week**
 - Ten (10) :15 Traffic announcements **\$1000 per week**

- Digital Assets (5 Weeks) – Total \$10,500**
- On-Line - \$10,300**
 - Fifty (50) streaming announcements Mon-Sun 6A-10P: **\$500 per week (Total \$2500)**
 - Two (2) email blast per month to database of over 50,000: **\$1000**
 - BIH Resource listing on the KJLH App: **\$100**
 - 300x250 banner ad on kjlhradio.com: **\$500.00**
 - 728x90 leaderboard banner ad on kjlhradio.com **\$2000**
 - Pre-roll message on KJLH app **\$2000**
 - Two (2) Podcast **\$1000**
 - 660 X 90 banner ad above recorded session with hyperlink to BIH for one year **\$1200**

- Social Media \$200**
 - Social Media posts – Facebook & Instagram (150,000 followers): **\$200**
- **Podcast studio rental - \$600**
- San Bernardino Print - Total \$5100**
 - Full Page Ad in SB Voice **\$3100**
 - 970x90 Leaderboard on digital paper **\$2000**

SAN DIEGO COUNTY – TOTAL: \$6,300 (MAY 2021)

- San Diego Radio \$6,300**
 - Fifty (50) on-air announcements to air M-Su 6A-7P **\$6,300**

KERN COUNTY – TOTAL: \$3,000 (MAY 2021)

- On Air -**
- KISV/Bakersfield**
 - Forty-four (44) :60 announcements to air M-Su 6A-12M **Total \$2360**
- KXXX/Bakersfield**
 - Fifty (50) :60 announcements to air M-Su 6A-12M **Total \$640**

MAY TOTAL: \$66,700

JUNE

LOS ANGELES COUNTY – TOTAL \$21,700

- On-Air \$10,000**
 - Fifty (50) :60 announcements per podcast to air M-Su 6A-10P (Total 100) **\$10,000**
- On-Line \$6600**
 - One –hundred (100) streaming announcements per podcast to air M-Su 6A-10P (Ttl 200) **\$3000**
 - Three (3) Podcast **\$1500**
 - 300x250 banner ad on kjlhradio.com **\$700**
 - Two (2) E-blast per month to the 50,000 KJLH Loyal Listener database **\$1000**
- Social Media \$400**
 - Social Media posts – Facebook & Instagram (150,000 followers): **\$200**
- San Bernardino Print - Total \$5100**
 - Full Page Ad in SB Voice **\$3100**
 - 970x90 Leaderboard on digital paper **\$2000**

SAN DIEGO COUNTY – TOTAL \$9000

- San Diego Radio \$6000**
 - Fifty (50) :60 announcements to air M-Su 6A-10P **\$6000**
- Digital**
 - 300x250 Banner

San Diego Print \$3000

- **SD Voice- Two-third (2/3) Page Ad \$2700**
- **On-Line**
 - 728x90 Leaderboard Ad on San Diego Voice digital paper **\$300**

KERN COUNTY – TOTAL \$4000

- Radio**
 - Fifty (50) :60 announcements to air M-Su 6A-10P **\$4000**
- Digital**
 - 300x250 Banner

JUNE - \$34,700

ADMINISTRATIVE FEES (January – June) TOTAL \$14,600

- Ideation of total campaign (7.5hrs) **\$1500**
- Research San Diego Market (4hrs) **\$800**
- Meeting with various media vendors in San Diego (1.5hrs) **\$300**
- Review and analyze proposals from various SD media outlets (3hrs) **\$600**
- Clarification and negotiation of SD proposals for radio (2hrs) **\$400**
- Research Bakersfield Market (2hrs) **\$400**
- Meeting with various media vendors in Bakersfield (1hr) **\$200**
- Review and analyze proposals from various Bakersfield media (2hrs) **\$400**
- Clarification and negotiation of Bakersfield proposals for radio (1.5hrs) **\$300**
- Four (4) Conference calls with Gwendolyn Manning and NoCal team (3.5hrs) **\$700**
- Ideation meeting with Digital team for campaign (2hrs) **\$400**
- Design digital banners (330x250, 728x90, 320x50, 900x70) (2hrs) **\$400**
- Create copy for LA, San Diego and Kern Counties for Black Maternal Week (1hr) **\$200**
- Meeting with BIH for assets approval (1hr) **\$200**
- Create digital banners for 2 Long Beach Events (1.5hrs) **\$300**
- Create generic copy for NoCal and SoCal May (1.5hr) **\$300**
- Identify, contact and coordinate guest for NoCal and SoCal BIH Panel for Women's Health Expo (3hrs) **\$600**
- Work with agent to secure celebrity Tatyana Ali for BIH Panel at Women's Health Expo (2hrs) **\$400**
- Research, contact and coordinate guest and topics for 4 Podcast (4hrs) **\$800**
- Recording of 4 Podcast (4.5hrs) **\$900**
- Post-production for 4 Podcast (6.5hrs) **\$1300**
- Write press release for Women's Health Expo BIH Sponsorship (1hr) **\$200**
- Create digital directory for BIH all locations (3hrs) **\$600**

- Design and distribute four (4) e-blast for NoCal and SoCal (2.5hrs) **\$500**
- Write promotional announcements for BIH Panel at Women's Health Expo (1hr) **\$200**
- Setup and record one hour BIH session for Women's Health Expo (2hrs) **\$400**
- Post production for BIH One-hour digital recording for Women's Health Expo (2.5hrs) **\$500**
- Creation of 6 Social Media Campaigns for Facebook and Instagram (2hrs) **\$400**
- Creation of project recap (2hrs) **\$400**

TOTAL PROJECT BUDGET \$150,000

Total Marketing & Advertising Budget: \$150,000

EXHIBIT “B”

City’s Representative(s):

Gwendolyn R. Manning

Office: 562.570.4417

Gwendolyn.Manning@longbeach.gov

EXHIBIT “C”

Materials/Information Furnished:

- Work Includes 3 Part Podcast Series - June 2021
- Virtual Woman’s Health Expo - May 2021
- Ongoing Radio and Online Promotional Messages - Started March 2021

EXHIBIT “D”

Consultant’s Key Employee(s):

Cynthia Mayweather, General Manager

Phone: 310.330.2220

cmayweather@kjlhradio.com