



SERVICES AGREEMENT

TO: CULVER CITY HOMELESS SERVICES
DATE: DECEMBER 28, 2021
FROM: RALLY
RE: SCOPE OF WORK

Thank you for retaining We Are RALLY, Inc. ("RALLY") to work with Culver City Homeless Services ("Client"). This engagement letter outlines the scope of our work and contractual terms. We look forward to working with you.

SCOPE OF WORK

RALLY will support the creation and execution of a community engagement plan designed to educate the public on homelessness and build awareness of and support for Culver City's efforts to help people experiencing homelessness, particularly around Culver City's participation in the California's Homekey program.

We envision the components of our work falling into three phases over the six month engagement – *community engagement planning, messaging discovery and development, and execution* – which are elaborated in further detail below.

Community Engagement Planning (one month)

RALLY will develop a community engagement and outreach plan aligned with the requirements of California's Homekey application, specifically:

- Detailing how Culver City will engage with the target community, including people currently experiencing homelessness and people with lived experience of homelessness, to inform the design of the project.
- Providing documentation of Culver City's engagement, such as community planning and MOU of partnership with community organization.

In developing the a community engagement and outreach plan, RALLY will hold a stakeholder input session with the Advisory Committee on Housing and Homelessness (ACOH), Culver City Saint Joseph Center (SJC) Homeless Outreach Team, Culver City Police Department (CCPD) Mental Health Evaluation Team (MHET) and a group of volunteers who recently worked with unhoused residents.

Messaging Development (one month)

After creating the community engagement plan for the Homekey program application, we will turn our attention messaging development which will include:

- Biweekly meetings with stakeholders, including Culver City Homeless Services staff, the Advisory Committee on Housing and Homelessness (ACOH) and Culver City service provider contractors to get an understanding of the current and future plans for addressing homelessness and the communications needs for building public awareness and support.
- Reviewing existing messaging and materials on homelessness and Culver City's efforts to help people experiencing homelessness.
- Developing updated messaging around homelessness and Culver City's solutions, particularly its participation in the Homekey program, with the following expected deliverables:
 - Messaging framework that contemplates the narrative, tone, values and other elements with which Culver City wants to communicate its solutions and work to help people out of homelessness.
 - Messaging box that provides clear guidance for Culver City staff and outside stakeholders on how to talk about homelessness, unhoused people and the city's efforts to bring off the streets and into stable living environments.

Execution (four months)

After aligning with Culver City Homeless Services on the community engagement plan and messaging, we will proceed to execution as outlined below:

- Developing content plan for materials designed to help Culver City credibly and compassionately communicate its plan to address homelessness and share the progress being made. Those content elements will aim to further the [strategic recommendations made in our proposal](#) which include:
 - Communicate with equal elements of urgency and proven solutions;
 - Tap into collective human empathy instead of fear around homelessness;
 - Humanize and share the stories of the people working to overcome homelessness and the people dedicated to helping them;
 - Be transparent about the problem and accountable for the solutions;
 - Make the proven solutions as visible as the problem.
- Creating content and collateral that humanize the issue of homelessness and educate on the solutions. Content and collateral can include:

- Up to five flyers, mailers or other printed materials
- Up to five digital factsheets, brochures or presentations
- Up to three short graphic videos
- Up to five sets of shareable evergreen social media content
- Website copy to share information and materials on Culver City Homeless Service webpage.
- Training for Culver City staff and outside stakeholders on the messaging guidance and how to utilize the creative content and collateral.
- Supporting conceptualization and planning of community engagement events and activations.

FEES

In consideration for the services provided pursuant to this Agreement, RALLY shall bill the Client and the Client shall pay RALLY a \$18,750 a month, for a total retainer of \$112,500 over the six month engagement.

Graphic design work and video production services are included within the monthly retainer up to \$22,750 (or 100 hours) over the total engagement. Graphic design and video production services above the included amount are billed at \$225/hour. Printing and production vendor fees are not included in the retainer and will be passed on to Client without mark-up. Copywriting and digital coding are billed at \$150/hour, and all paid advertising is subject to a 15% gross commission on the buy. All design, digital, and paid advertising projects require pre-approval from Client.

Client will reimburse RALLY for all pre-approved out-of-pocket expenses incurred on your behalf including without limitation, facilities charges for events, all travel-related expenses to and from meetings (including but not limited to travel in Los Angeles, Seattle, San Francisco, New York), requested collateral materials, subcontractor cost, and all other expenses in connection with the performance of services. Such expenses will be invoiced directly and without markup.

Additionally, as part of RALLY's commitment to reduce our climate impact, Client will reimburse RALLY to offset carbon emissions related to air travel required for Client account work. The carbon offset fee is billed at \$20 for same-coast air travel (roundtrip) and \$50 for cross-country air travel (roundtrip), per-person. This fee will be applied in full to the purchase of carbon offsets through Carbonfund, a 501(c)(3) nonprofit organization that partners with businesses to reduce and offset their climate impact and hasten the transition to a clean energy future.

TERM

The term of this agreement will be for six months, from January 10, 2022 through July 9, 2022 with the opportunity to extend the agreement at that time.

TERMINATION

Either party may terminate our services at any time upon 30 days written notice. Our work covered by this Agreement will end at the earliest of (a) either party's termination or (b) the substantial completion

of our substantive work. If our services are terminated for any reason, such termination shall be effective only to terminate our services prospectively and all the other terms of this Agreement shall survive any such termination, including your obligation to pay for all of our fees for services rendered and for expenses incurred by us prior to termination.

DUTIES UPON END OF ACTIVE INVOLVEMENT

Upon cessation of our active engagement, we will have no further duty to inform you of future developments or changes regarding the work performed pursuant to this engagement.

RETENTION AND RETURN OF YOUR FILES AND DOCUMENTS

All of your files will be retained and disposed of in compliance with our policy in effect from time to time. We will return your files to you at any time prior to their destruction upon receipt of your written instructions with respect thereto and within a 12-month period of termination. We have no obligation to maintain your files after 12 months from termination. It is not administratively feasible for us to advise you of the disposal of your files; we recommend, therefore, that you maintain your own files for reference or make written requests for your files at the conclusion of our engagement.

NON DISCLOSURE AGREEMENT

RALLY shall not disclose confidential, non-public information relating to this campaign or the Client, or any of the Client's personnel or operations that RALLY learns of or receives during the term of this Agreement. At all times, hereafter, the RALLY shall keep in confidence and trust all such information, and will not use or disclose any such information without Client's consent, except as may be necessary in the ordinary course of performance of RALLY's services under this Agreement or otherwise required by law. This obligation survives the termination of this Agreement.

NO GUARANTEE OF SUCCESS

It is impossible to provide any promise or guarantee about the outcome of the work being provided under this engagement. Nothing in this Agreement or any statements by our staff constitute a promise or guarantee of any particular result.

INDEMNIFICATION

Client shall promptly defend, protect, hold harmless, and indemnify RALLY, including its officers, employees, and agents, against claims, demands, losses, costs and fees, obligations, recoveries and deficiencies, including penalties, expenditures (including reasonable attorney fees), liabilities, damages or injuries RALLY may incur as the result of any claim or suit made or brought against RALLY or Client based on the work referenced in this agreement except if such claim or suit is the result of RALLY's gross negligence or willful misconduct. RALLY shall promptly defend, protect, hold harmless, and indemnify Client against claims, demands, losses, costs and fees, obligations, recoveries and deficiencies, including penalties, expenditures (including reasonable attorney fees), liabilities, damages or injuries Client may incur as the result of any claim or suit made or brought against the Client if such claim or suit is the result of RALLY's gross negligence or willful misconduct.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. Any dispute, controversy or claim arising out of or relating to this Agreement (other than claims for injunctive or equitable relief), including, but not limited to, the interpretation, breach or

termination thereof (including whether the claims asserted are arbitrable), shall be referred to and finally determined by arbitration in accordance with the Judicial Arbitration and Mediation Services ("JAMS") Arbitration Rules. The tribunal will consist of a sole JAMS arbitrator. The place of arbitration shall be Los Angeles, California. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator. Any award rendered shall be final and conclusive upon the Parties hereto. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

MISCELLANEOUS

This Agreement can be amended or modified only by writing which has been executed by the parties who have executed this Agreement. This Agreement may be signed in one or more counterparts and delivered by facsimile or other electronic method. This Agreement binds each party signing it whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable. Except as expressly set forth in this Agreement, the failure by either party to assert any right or remedy under this Agreement or otherwise or to act in the event of any breach hereunder will not operate or be construed as a waiver of any rights or remedies such party may have under this Agreement or otherwise in connection with such right or breach or any past or future actions or failures to act arising out of or relating to this Agreement.

FOR We Are Rally, Inc.

NAME _____
Felix Schein, President

DATE _____

FOR Culver City Homeless Services

NAME _____

DATE _____