



SERVICES AGREEMENT

TO: CULVER CITY HOMELESS SERVICES
DATE: JULY 31, 2022
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 continuing our work with you.

SCOPE OF WORK

As part of the retainer agreement, 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. Though the specific deliverables may vary based on the City's needs, our work will include:

- Assist City staff in creating pathways for unhoused neighbors to tell their story and incorporating unhoused residents in messaging and communications.
- A 60-minute bi-weekly check-in video conference call with the City every other week
- Availability for biweekly meetings with stakeholders, including Culver City Homeless Services staff, the Advisory Committee on Housing and Homelessness (ACOH) and Culver City service provider contractors.
- Provide strategic advice on communications community engagement efforts on homelessness campaigns and projects.
- Develop messaging around homelessness and Culver City's solutions, particularly its participation in the Homekey program.
- Advise on earned media strategy and support earned media outreach and interview preparation.

- Support on earned media events like groundbreakings, ribbon cuttings of community forums by handling media material drafting, run of show planning, and participant preparation.
- Provide recommendations for website updates and other ways to share content and progress with the public.
- Create a weekly post related the housing and homelessness for the City's main Facebook, Instagram (Posts & Stories), Twitter and Nextdoor accounts.
- Monitor comments and create response guidance to questions related to housing and homelessness on the City's social media outlets.
- Monitor relevant media outlets, blogs, Google Alerts/RSS feeds, and influential community social media sites for conversations related to homelessness issues in Culver City, raising items of interest or concern.
- Create 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 graphics, digital factsheets, brochures or presentations
 - Up to three short videos
 - Up to five sets of shareable evergreen social media content
 - Website copy to share information and materials on Culver City Homeless Service webpage.
- Proofread all materials disseminated to the public, social media, website, printed materials.
- Training and support for Culver City staff and outside stakeholders on the messaging guidance and how to utilize the creative content and collateral.
- Provide a monthly update on completed tasks and deliverables.

FEES

In consideration for the services provided pursuant to this Agreement, RALLY shall bill the Client and the Client shall pay RALLY a \$22,600 a month, for a total retainer of \$124,300 over the five and a half month engagement.

Graphic design work and video production services are included within the monthly retainer up to \$19,800 (or 88 hours) over the total engagement. Graphic design and video production services above the included amount are billed at \$225 per hour. Printing and production vendor fees are not included in the retainer and will be passed on to Client without mark-up. All design, digital, and paid advertising projects require pre-approval from Client.

Though RALLY bills on a monthly basis, and not hourly, below is a breakdown of expected average staff time on the tasks outlined in the scope above.

Title	Hourly Rate	Monthly Hours	Monthly Total
Director	\$300	20	\$6,000
Senior Account Executive	\$250	26	\$6,500
Account Executive	\$175	30	\$6,650
Video Production	\$225	8	\$1,800
Design Services	\$225	8	\$1,800
Total			\$22,750

Client will reimburse RALLY for all pre-approved out-of-pocket expenses incurred on your behalf including without limitation, facilities charges for events, requested collateral material production, subcontractor and vendor costs, and all other expenses in connection with the performance of services. Such expenses will be invoiced directly and without markup.

TERM

The term of this agreement will be for five and half months, from XX,XX,2023 through June 30, 2023 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.

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 _____