

Name of Project: **Lake Berryessa Mussel Prevention Social Media and Digital Outreach**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Contractor)

THIS AGREEMENT, **effective July 1, 2022**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and Alpha Media, hereinafter referred to as "Contractor."

The Agency requires services for **Lake Berryessa Mussel Prevention Social Media and Digital Outreach**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

The Agency hereby engages the Contractor, and the Contractor agrees to perform the services for **Lake Berryessa Mussel Prevention Social Media and Digital Outreach** as described in Exhibit A, in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations. In case of conflict between any part of this Agreement, this Agreement shall control over any Exhibit.

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$90,000** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month. Invoices that are over 6 months old will not be approved or paid by the Agency. **In no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.**

Every invoice shall specify hours worked for each task identified in Exhibit A undertaken. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

Each invoice shall be accompanied by a spreadsheet showing, by month, costs incurred to date for the project broken down by the Tasks identified in Exhibit A. The spreadsheet shall show, for each task, budget amounts, total expended and remaining amounts. The spreadsheet shall show a subtotal for

each fiscal year covered by the contract. Any amendments to the contract shall be listed and incorporated into spreadsheet. An example of a typical spreadsheet shall be provided by the Agency.

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2023** as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

This Agreement may be modified or amended only by written instrument signed by the parties hereto, and the Contractor's compensation and time of performance of this Agreement shall be adjusted if they are materially affected by such modification or amendment.

(Note: this paragraph is optional) Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing, by the Agency's General Manager.

This Agreement may be terminated by the Agency at any time, without cause, upon written notification to the Contractor. The Contractor may terminate this Agreement upon 30 days written notice to Agency.

Following termination by the Agency or the Contractor, the Contractor shall be reimbursed for all expenditures made in good faith in accordance with the terms of this Agreement that are unpaid at the time of termination.

6. **PERMITS**

Permits required by governmental authorities will be obtained at the Contractor's expense, and the Contractor will comply with local, state and federal regulations and statutes including Cal/OSHA requirements.

7. **INDEMNIFY AND HOLD HARMLESS**

To the extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify Solano County Water Agency, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising Solano County Water Agency's sole negligence or willful acts.

8. **INSURANCE**

Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or sub-contractors.

Coverage - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage,

bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Solano County Water Agency) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Solano County Water Agency, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Solano County Water Agency has received a waiver of subrogation from the insurer.

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

Other Required Provisions - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Solano County Water Agency, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Solano County Water Agency, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Solano County Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Solano County Water Agency.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the Solano County Water Agency. The Solano County Water Agency require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Solano County Water Agency.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by Solano County Water Agency.

Verification of Coverage – Contractor shall furnish the Solano County Water Agency with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Solano County Water Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The Solano County Water Agency reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

Sub-contractors - Contractor shall require and verify that all sub-contractor maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Solano County Water Agency its directors, officers, employees, and authorized volunteers are an additional insured are an additional insured on Commercial General Liability Coverage.

9. **COMPLIANCE WITH LAW**

The Contractor shall be subject to and comply with all federal, state and local laws and regulations applicable with respect to its performance under this Agreement, including but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment.

10. **RECORD RETENTION**

Except for materials and records, delivered to the Agency, the Contractor shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least three years after the Contractor's receipt of the final payment under this Agreement. Upon request by the Agency, the Contractor shall make such materials and records available to the Agency at no additional charge and without restriction or limitation to State and federal governments at no additional charge.

11. **OWNERSHIP OF DOCUMENTS**

All materials and records of a finished nature, such as final plans, specifications, reports and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of the Agency. All materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to the Agency at no additional charge and without restriction or limitation on their use.

12. **SUBCONTRACT AND ASSIGNMENT**

This Agreement binds the heirs, successors, assigns and representatives of the Contractor. The Contractor shall not enter into subcontracts for any work contemplated under this Agreement and shall not assign this Agreement or monies due or to become due, without the prior written consent of the General Manager of the Agency or his designee, subject to any required state or federal approval. *(Note: list any subcontractors here)*

13. **NONRENEWAL**

The Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by the Contractor under this Agreement will be purchased by the Agency under a new agreement following expiration or termination of this Agreement, and waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from the Contractor.

14. **NOTICE**

Any notice provided for herein are necessary to the performance of this Agreement and shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

AGENCY

Roland Sanford, General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

CONTRACTOR

Phil D'Angelo, General Sales Manager
Alpha Media KUIC
555 Mason Street #245
Vacaville, CA 95688 Vacaville, CA 95688

The parties have executed this Agreement the day and year first above written. If the Contractor is a corporation, documentation must be provided that the person signing below for the Contractor has the authority to do so.

Solano County Water Agency
a Public Agency

By: _____
Roland Sanford
General Manager

By: _____
Phil D'Angelo, General Sales Manager
Alpha Media KUIC
555 Mason Street #245
Vacaville, CA 95688 Vacaville, CA
95688

FOR SCWA USE ONLY

Contract Period: 7/1/23 _____ to 6/30/23 ____
File Number: _____
Account Manager: Sabrina Snyder
G/L Account #: 6166SC - 5033
Job Cost #: \$90000
Contract Type: Professional Services

EXHIBIT A
SCOPE OF SERVICES



END TO END DIGITAL SOLUTIONS SOLANO COUNTY WATER



ALPHAMEDIA
LIVE. LOCAL. USA



OUR WHY: PHILOSOPHY



Alpha's Philosophy

Our philosophy is to partner and back our clients with the best in the breed technologies and premium campaign execution to achieve your goals in a clean and transparent end. We thrive on campaign strategy, optimization and a honest and thorough management. We are an extension of your current team and are here to assist with needs and demand on the fly.



Revenue is Always the Goal

As programmatic and performance experts, we take a revenue first approach to your campaign goals. Our singular focus is to provide our expertise to your marketing strategy to deliver the ROA's that will drive your business. We call ourselves a "revenue agency" because we don't win if we don't produce revenue for our clients.



Learn Everyday

Effective digital campaign management demands a constant re-evaluation of how teams leverage inventory sources to create campaigns that meet client expectations. We're focused on helping you get started and stay on top of the latest tactics, technologies and industry trends.



**BUFFALO
WILD
WINGS**



Toll Brothers
AMERICA'S LUXURY HOME BUILDER®



Audi



Jamba Juice.



RE/MAX



EXPERIENCE

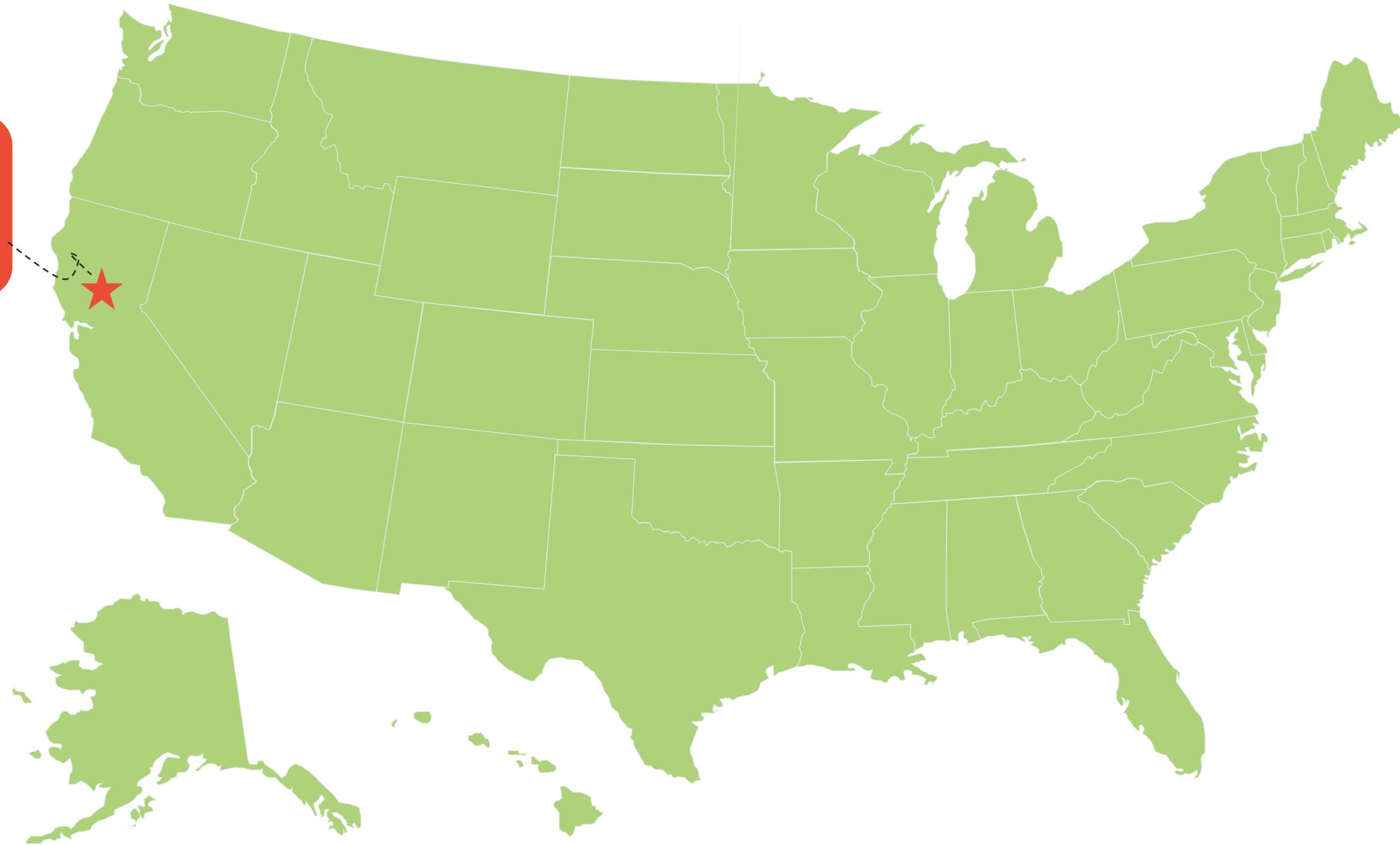
Who We Have Worked With

With experience in various industries, we are well versed to handle different needs. We welcome challenge and creativity and we thrive in an environment to solve problems and find solutions. With seats across numerous ad serving platforms, we answers to your advertising requirements and have a team to help determine and guide you down the correct avenues for your business.

Target Geographies

Geo Targets

- Solano County, CA
- Napa County, CA
- Yolo County, CA
- Sacramento County, CA



Alpha's Curated Audiences

Alpha utilizes 3rd party audience data to help determine scale and reach of your target audiences. With these segments, we build out and customize your audience based on geography and demographic selects. Utilizing segments like age, income ranges, gender, social matrix's along with a variety of other targeting tactics, we can narrow our focus in on a particular grouping of individuals for customized reach and determine our scale to properly saturate your target markets.



Device Level Data

- Lat/Long
- GPS Polygons
- Property parcels
- Custom points of interest
- MAIDs
- CTVs



Household Level Data

- Home & Business Network IDs
- Wi-Fi and ISP carrier
- Website visitors, categories of interest



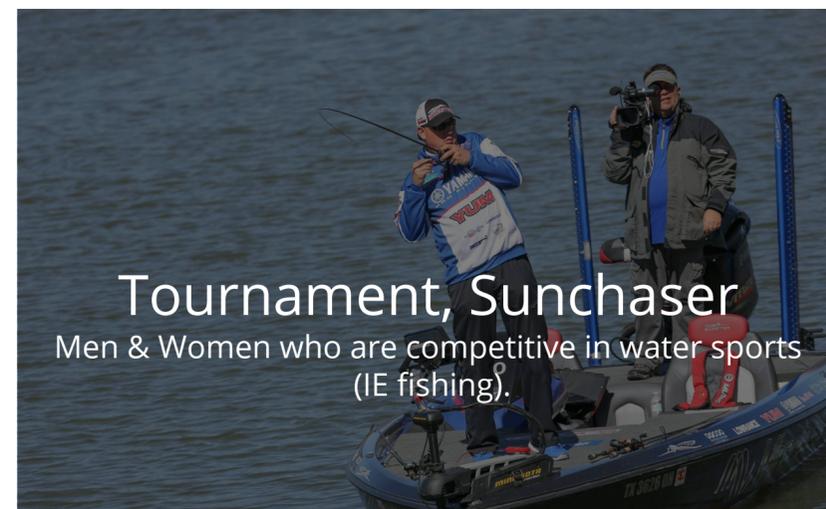
Online & Offline Data

- Credit Bureau
- NAICs
- Census Bureau
- Dept. of Commerce
- Credit Bureau's
- IRS
- Federal Housing
- Data.gov

Audience Breakout

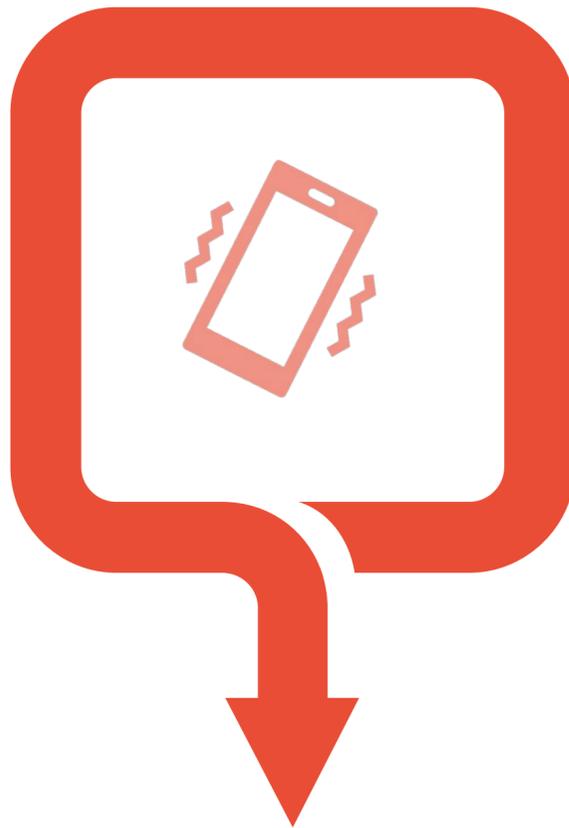
Identifying and *targeting* your audience can be overwhelming and cumbersome to sort through.

That is why we like to break out audiences into their own groupings to have specific and direct means to understand them, determining how to reach them. By utilizing data derived from multiple channels, we gain insight in how to reach individuals based on location, interests, behaviours, income, the zip code that they live and their purchasing habits. The below audiences are what we have identified as your primary areas of reach.



How Are We Identifying and Reaching Your Audience?

Through 3rd party data attributes, location/device capture and models of lookalike audiences, we will build specific and separate campaigns focused on each audiences goals and creative tasks. Through targeted device capture and data attributes we will build a hyper targeted audience for scale and saturated targeted reach.



First Party Seed Audience

By drawing outlines around your areas of importance, we have the opportunity to capture the device ID's of your intended audience visiting these locations for ad delivery and platform integration.



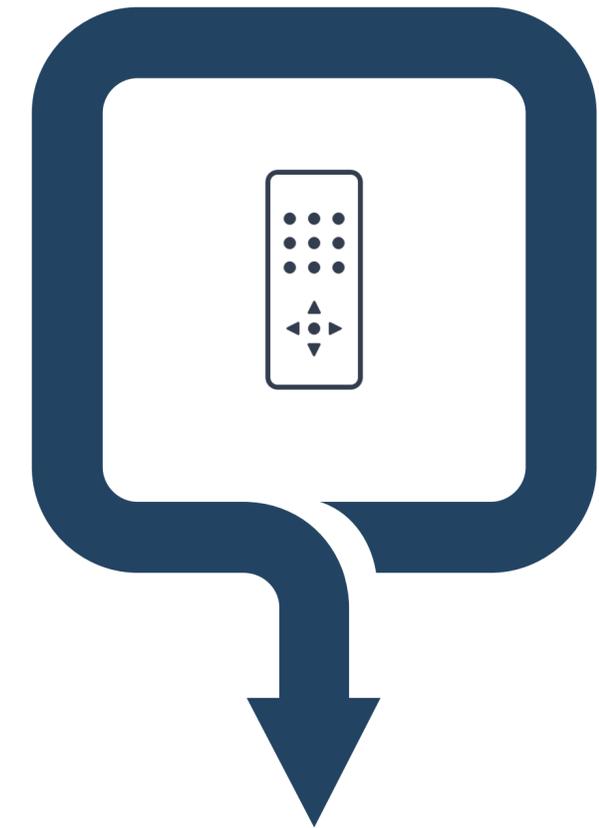
Device Capture + Integration

In downloading the device ID audience that we have captured, we will upload and integrate that list into additional ad serving platforms across social, website and video ad delivery.



Third Party Audience + Interest Data

By purchasing the individual IP address lists of your target audience, we will reach each audience/each group with unique creative to the devices within their home being utilized.



First Party Lookalike

By ways of IP lists and device ID data, we will use the information that we have to reach individuals with engaging video content across streaming, website, social and YouTube video ad delivery.

How to Capture and Reach Your Customer Base



Audience Building

Analysing and building locations of interest where we want to build our audience base from: Competing locations, your own location, past occurring events, etc.



Device Capture

Drawing polygons around set locations and capturing the device ID's who have been seen in those locations from previous dates.



Visitation Report

Setting perimeters around locations to determine the foot traffic as a result of individuals seeing your digital efforts.



Audience Extensions

Download and use of captured device ID's but uploading them into additional platforms for ad serving: social feeds, video feeds, etc.

EXHIBIT B

RATE OF COMPENSATION

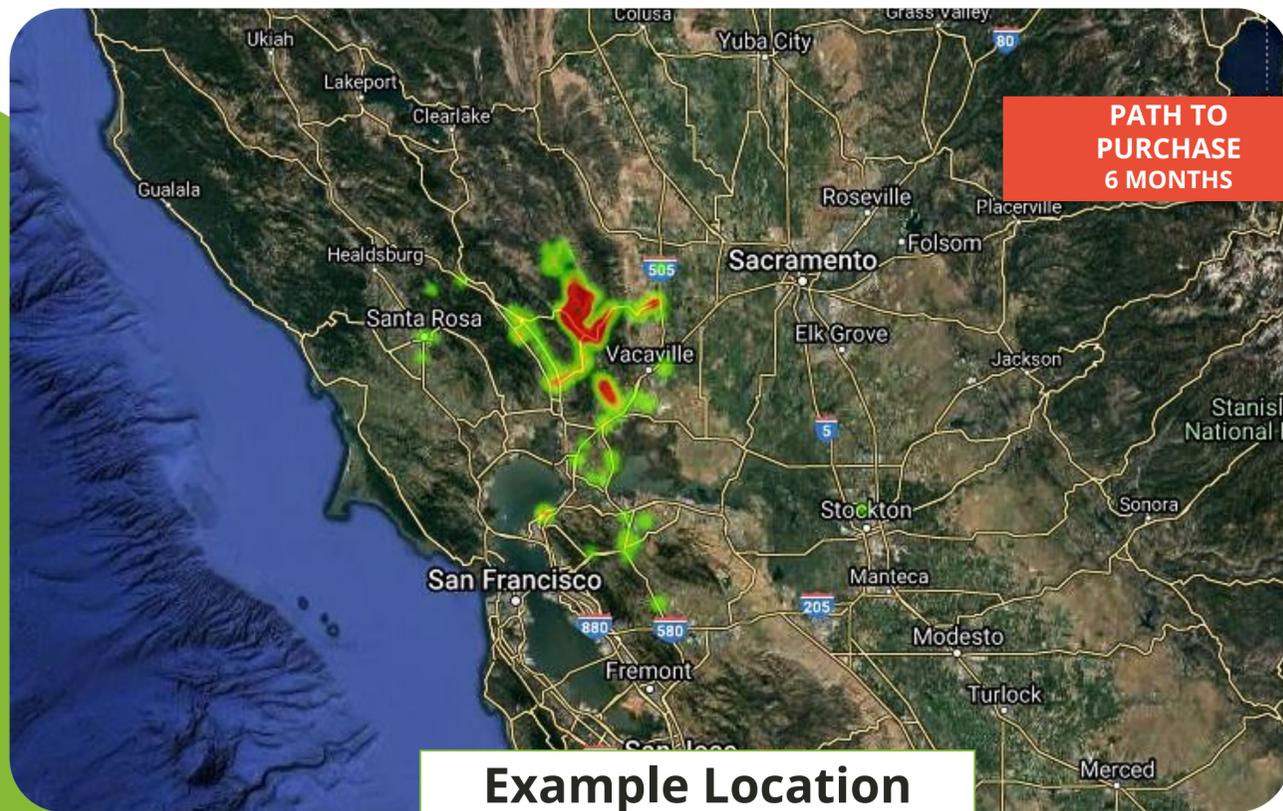
July \$10,200 CTV, Social Media, Radio Pleasure Boaters/Water Sports/Families
August \$10,200 CTV, Social Media, Radio Pleasure Boaters/Water Sports/Families
September \$11,700 CTV, Social Media, Radio, Email Pleasure Boaters/Water Sports/Families
October \$6000 Social Media, Radio Outdoor sportsmen/fishing
November \$6000 Social Media, Radio Tournament Fishers/ Sun chasers
December \$3000 Social Media Tournament Fishers/ Sun chasers
January \$3000 Social Media Tournament Fishers
February \$6000 Social Media, Radio Tournament Fishers
March \$6000 Social Media, Radio Pleasure Boaters/Water Sports/Families
April \$6000 Social Media, Radio Spring Break Travelers?
May \$11,700 CTV, Social Media, Radio, Email Pleasure Boaters/Water Sports/Families
June \$10,200 CTV, Social Media, Radio Pleasure Boaters/Water Sports/Families

HEAT MAPS

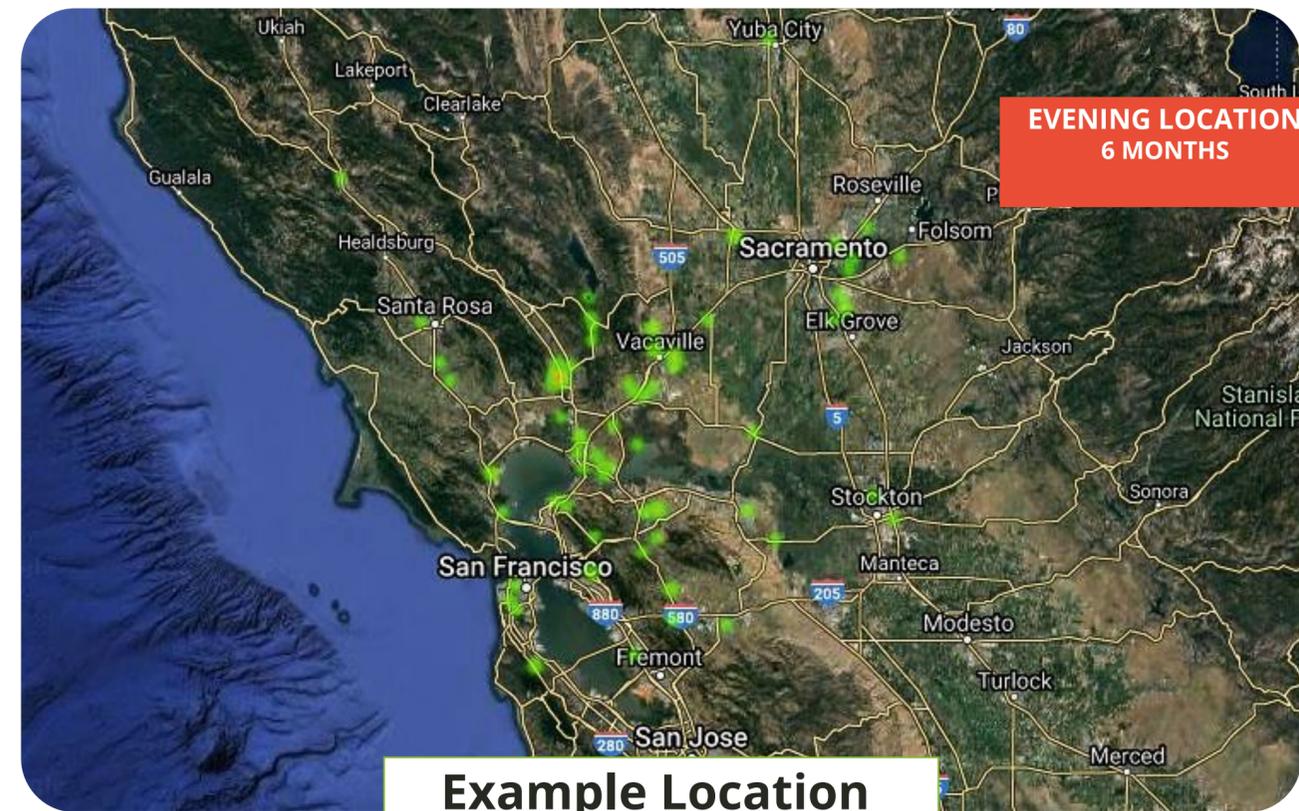
How to Develop Your Customer Base

To help better determine where we need to be reaching, we can look at heat maps of your store locations to get an idea of where your customer base lies. In utilizing these maps, we can start to determining where your audiences live and are commuting from so we can strategize where and who to be reaching.

The below examples are from Capell Cove Launch Ramp.

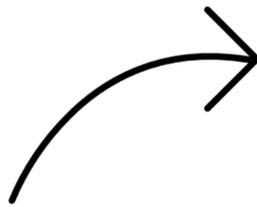


Example Location
1547 Knoxville Rd, Napa, CA 94558



Example Location
1547 Knoxville Rd, Napa, CA 94558

Device Integration for Added Reach



Facebook & Instagram



Database of device ID's is downloaded and exported into a CSV file for transport. Once downloaded, we will upload into Facebook & Instagram to match ads to users whose devices that we have captured.

CTV, OTT & Viewable Display



Database of device ID's is downloaded and exported into a CSV file for transport. Once downloaded, we will upload video serving platforms to match engaging video ads to users whose devices that we have captured.



Facebook Ad Delivery

Facebook gives us inventory and access to some of the best demographic and interest-based targeting of any advertising platform in the world. Every page we like, account we follow, click we make, birthday, anniversary, share...is all recorded and compiled to create precise and targeted audience profiles on us all.

For the purpose of your account, we will reach people with behaviors and interests outlined as such: boating, recreational water sports, fishing, marine life...etc

tvScientific: CTV

Branding and reach into your immediate communities is of utmost importance when strategizing advertising efforts. Through tvScientific, we will deliver direct and targeted awareness campaigns via CTV to identified households.

In our approach, we will deliver the ads against your audience base:

- Boat owners

Through this tactic, will deliver your audience base commercial ads across television screens they are viewing and consuming content from – think the big screen on your wall. We will then identify all of the households that have been exposed to your commercial ad via their home IP address and map the other devices within that exposed household. What this means is we can reach additional devices in the households we have served a commercial ad to with additional ad delivery – mobile phones, tablets, laptops, etc.

From there, we will track site and conversion actions on the Solano County website and match those back against the exposed household file to surface “post impression actions” and “2nd screen visits” from those homes who were exposed to your ads.

These creates a highly targeted and precise campaign.



Our Television Method



1

Let's Get Creative

Easily create multiple versions of CTV ads with enhancements to drive action.
Choose from multiple templates or let us create custom ads for you at the best price.



2

Target + Buy

Access direct relationships with the top CTV streaming services and publishers where your ad will be seen in a brand safe environment, without having to pay a "national rate card" premium.



3

Quantify the Impact

Measure Household Level Device ID, IP address, date, and time of ad delivery.

Anonymously identify other connected devices in the same household.



4

Calculate Second screen Response

Calculate the second screen response rate by cross referencing website traffic to identify visitors that came to your website after the CTV ad was delivered. This data is piped into your Google Analytics as well as the reporting dashboard.



5

Iterate + Optimize

Refine the CTV buy based on the best performing creative + ad execution.

Email Marketing



Purchase a list of email addresses that belong to individuals within your target geography who are boat owners. We will serve those individuals email ads 1 time (or 1 drop) per campaign run promoting your messaging.

**Update list before Sept and May starts for most updated email list of boat owners*

Count Results: 27,519

Interests

Interests ▾

Boat Owner

Geography

Counties ▾

Napa County, CA

Solano County, CA

Yolo County, CA

Sacramento County, CA

CAMPAIGN GOALS & OBJECTIVES

Boating Education

Tactics to Utilize:

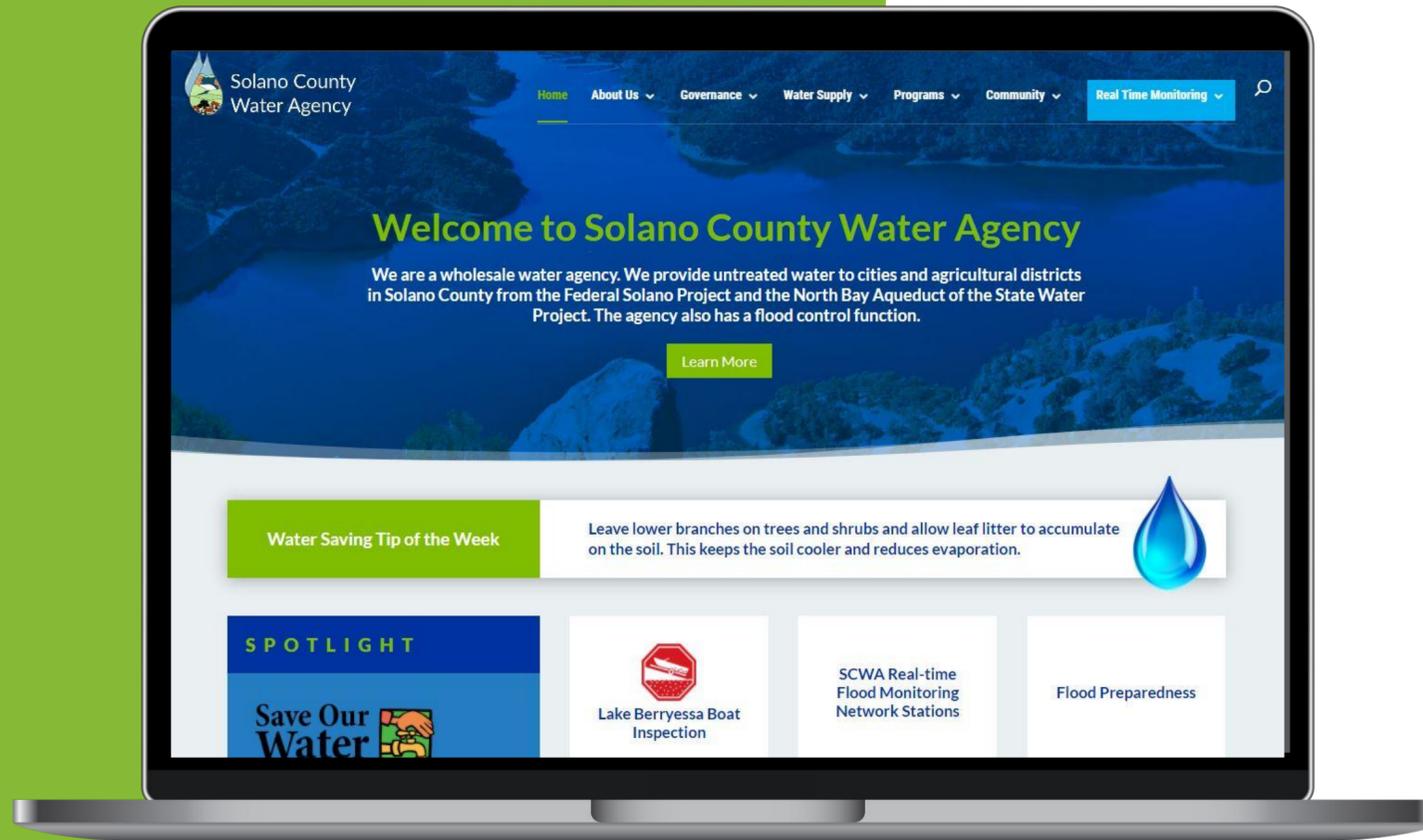
1. Mobile to Social Integration Utilizing Facebook & Instagram
2. Television to Web Companion Ads: CTV / OTT / Viewable Display
3. Email Marketing

Tracking and Measurement:

1. Retargeting
2. Device capture and deployment
3. Post impression action reporting
4. Open email rates
5. Increased site traffic

Creative and Messaging:

1. Creative and messaging should be based around community awareness of marina life and boating for educational purposes.



SOLANO COUNTY
WATER

OUR PARTNERSHIP COMMITMENT



Support as a Team

Communication and accountability across all departments touching your business when needed.



Listening to your Feedback

We encourage frankness and challenging questions from your team to ours. Feedback improves results.



Product Knowledge

We promise to never stop reinventing our relationship. Knowing your business is priority to us.



Honesty & Empathy

We are not here to pull sheets over your eyes - there will always be problems and humans make mistakes. But we will always hold ourselves accountable and make it right. We understand your job is difficult and we are here to help make it as easy as possible.



Pleasant to Work With

We take pride in responding quickly to your calls and emails and always appreciating your business and our relationship.



Never Waste Time & Improve as we Go

Your time is valuable, so we promise for quick response, and never making you wait. Things are moving faster, peoples needs change, technology change is relentless. We are here to grow with you.



95.3 FM KUIC KEY AUDIENCE DEMOGRAPHICS



GENDER



The KUIC audience is split 56% female and 44% male.

HOUSEHOLD INCOME



47% of KUIC's audience has an annual household income of \$100K+, this is equal to the 47% of the overall San Francisco Bay Area market with the same levels of income.

HOMETOWN RADIO! REACHING OVER 200,000 KUIC FANS EACH WEEK!

KUIC's Signal reaches all of Solano, Contra Costa, Napa, and Yolo Counties. And, can be heard all the way to the summit on your way to Lake Tahoe!

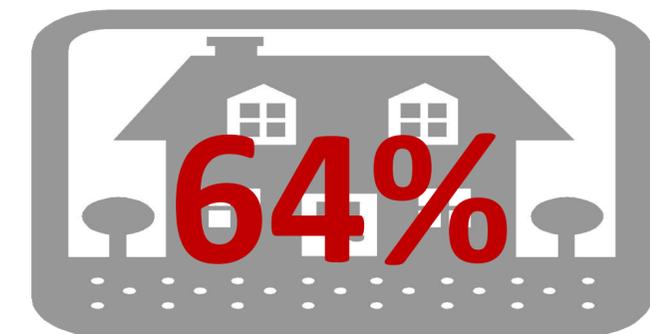


ATTENDED COLLEGE



73% of KUIC's audience attended college beyond high school graduation.

HOME OWNERSHIP



In a real estate market where many can't afford home ownership, 64% of KUIC listeners own their residences. By comparison, just 51% of the San Francisco Bay Area market own their homes.

Annual Campaign Breakout

KUIC Radio	675+ spots	\$30,000
Mobile to Social (FB/IG)	2,400,000 impressions	\$36,000
tvScientific (CTV)	280,000 impressions	\$7,000
tvScientific (OTT)	175,000 impressions	\$7,000
tvScientific (Viewable Display)	350,000 impressions	\$7,000
Email Marketing	55,038 impressions	\$3,000
Total Investment July 2021–June 2022	3,260,038 online impressions and 675+ Radio Spots	\$90,000

**Costs are inclusive of all setup fees, campaign execution, transparent monthly reporting, dashboard access and a designated management team.*