

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 14, 2023**, 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, 2024** 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.

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 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

Chris Lee, 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: _____
Chris Lee
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 6/30/24
File Number: _____
Account Manager: Drew Gantner
G/L Account #: 6166SC - 5033
Job Cost #: \$90000
Contract Type: Professional Services

EXHIBIT A

SCOPE OF SERVICES

Scope of Work

Alpha Media will provide multimedia coverage/outreach of the Lake Berryessa Quagga and Zebra Mussel Prevention and Education Program in Solano, Napa, Sacramento, and Yolo Counties and multimedia coverage/outreach of the Water Conservation Program in Solano County.

Curated Audiences

SCWA requires incorporated demographic information such as age, income ranges, gender, and social matrix, among other targeting tactics, to narrow the focus and tailor the messaging to reach specific groups of individuals for effective market saturation. This strategy will determine the scale and reach necessary to effectively engage the target audience. This will include:

Device Level Data

Household Level Data

Online & Offline Data

By utilizing third-party audience data, Alpha Media can leverage external insights and analytics to refine their marketing strategies and ensure that their messaging resonates with the intended audience. It's important to note that the effectiveness and compliance of such data usage should be assessed in accordance with applicable laws and regulations, including data privacy and protection laws.

Audience Breakout

Segmenting audiences based on the criteria above will help tailor messaging, select appropriate channels for reaching specific groups, and develop customized campaigns that resonate with their needs and preferences. This will enable SCWA to allocate resources more efficiently and maximize the impact of marketing efforts. It will be important to continue analyzing and refining the audience segments based on the data collected. SCWA requires monitoring of the performance of the campaign and adjusting strategies as needed to ensure that SCWA is effectively reaching and engaging our target audiences.

Monitoring

The strategy outlined above aims to achieve scale and saturated targeted reach by combining the different targeting tactics. It's important to monitor and analyze the performance of the campaigns regularly, making adjustments as needed to optimize targeting and messaging strategies. This will be done through:

First Party Seed Audience

Device Capture + Integration

Third Party Audience + Interest Data

7

First Party Lookalike

Deliverables

Ad deployment will cover the following media:

Connected Televisions-706,850 impressions

Mobile-To-Social:Facebook/Instagram-3,375,000 impressions

YouTube-7,500 impressions

Email-27,519 impressions

Radio-KUIC 95.3-total radio spots-1,314

VENDOR PROPOSAL



ALPHAMEDIA



2023 CAMPAIGN PROPOSAL
PRESENTED BY:



YOUR AUDIENCE PROFILE

Identifying and understanding *who* your audience is, is the foundation of your campaign efforts. Knowing exactly who you are motivated to reach steers the entire direction of the campaign. We take an audience first, product follow approach, in understanding that the person we want to engage with determines the entire build of our campaign efforts.

The below is who we have identified as your audience:

Mussel Free

- 01 | Boat Owners
- 02 | People who use Lake Berryessa

Conservation

- 01 | Interested in conservation / environmental issues
- 02 | Interested in landscaping for conservation



YOUR CAMPAIGN

1

Campaign Goals & Objectives:

- Increase Branding & Awareness
- Drive Online Conversions

2

Proposed Solutions:

- CTV/OTT/Display Retargeting to Exposed Homes
- Mobile Device Capture / Social Integration
- Email Marketing
- YouTube Trueview
- Radio

3

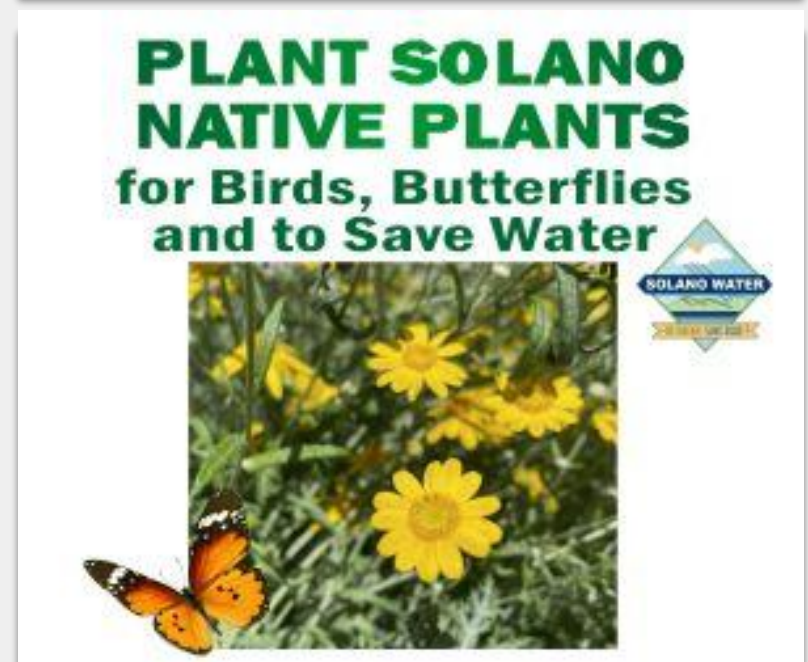
Ad Deployment Across:

- Connected Televisions
- Connected Devices
- Website Delivery
- Social Media:
- In-App Mobile Devices
- YouTube
- Email
- Radio - KUIC 95.3

4

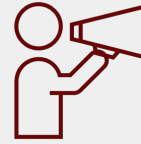
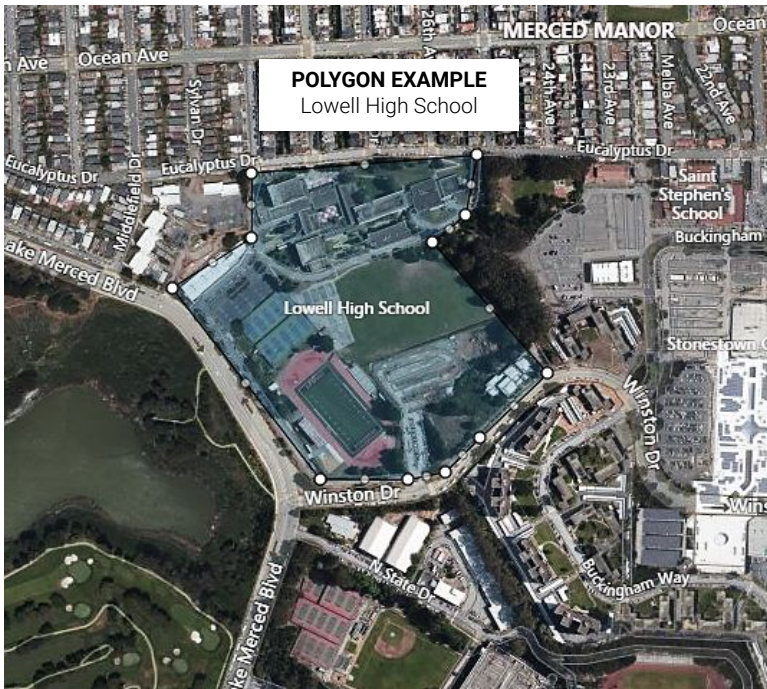
Geographic Targets:

- Mussel Free - Lake Berryessa users
- Conservation - Solano County



ALPHA'S DIGITAL SOLUTIONS

HOW TO CAPTURE & REACH YOUR CUSTOMERS



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.



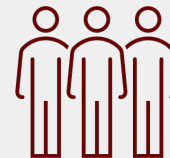
DEVICE CAPTURE

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



STORE VISITATION REPORT

Setting perimeters around store 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.

DEVICE INTEGRATION FOR ADDED REACH

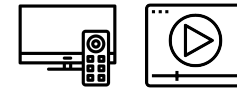


FACEBOOK / INSTAGRAM / SNAPCHAT / TIKTOK



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

CTV / OTT / DISPLAY



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

CONNECTED TV (CTV)

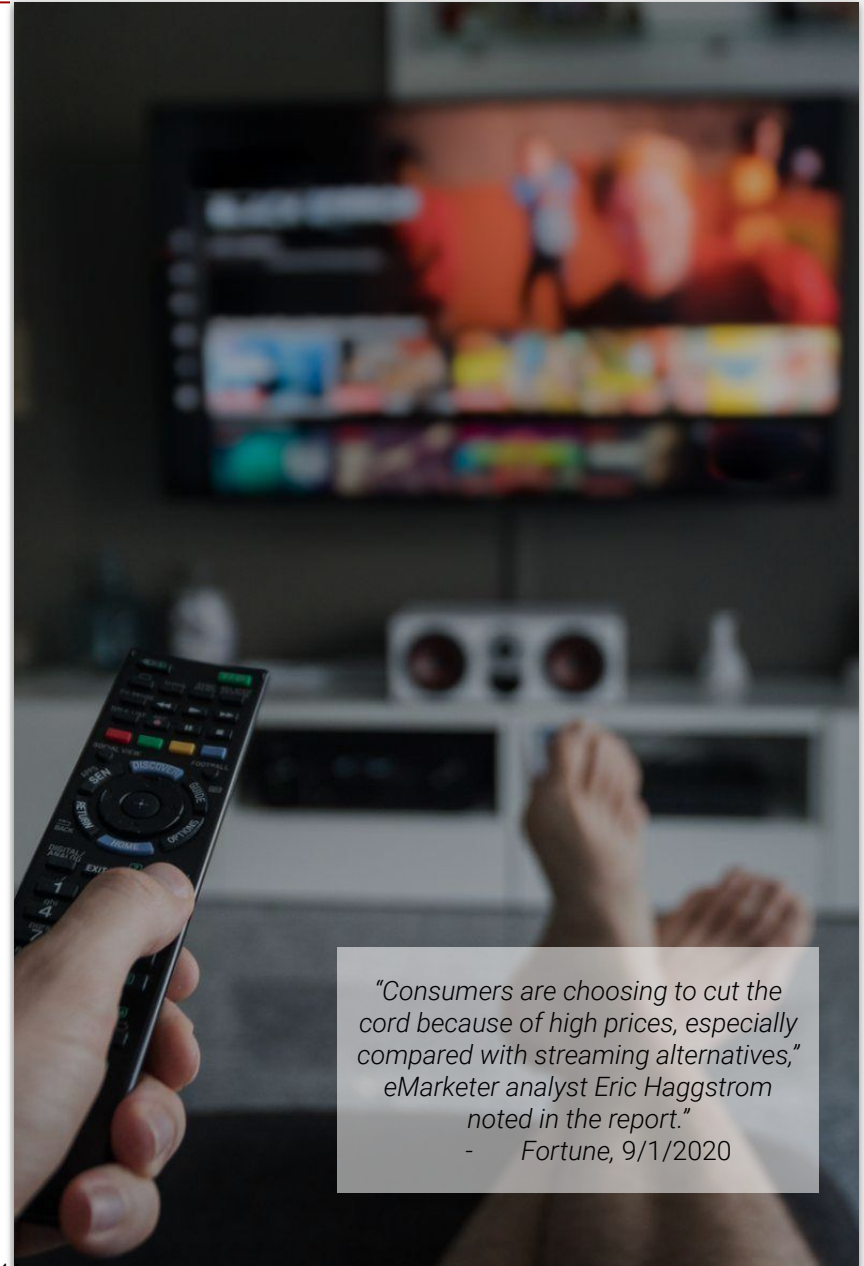
Connected TV is an innovative platform that makes TV advertising accessible to businesses of all sizes while providing the same measurable attribution as digital advertising.

A **Connected TV** is the unit that hangs on a wall.

A viewer can stream his/her favorite TV show on an **Internet television app** (Netflix, Hulu, Disney+) through his/her **smart TV, gaming console or streaming device** (Roku, Fire, PlayStation).

This is known as **Connected TV (CTV)**.

He/she can also watch it on a cable or satellite provider's **app**.



"Consumers are choosing to cut the cord because of high prices, especially compared with streaming alternatives," eMarketer analyst Eric Haggstrom noted in the report.
- Fortune, 9/1/2020

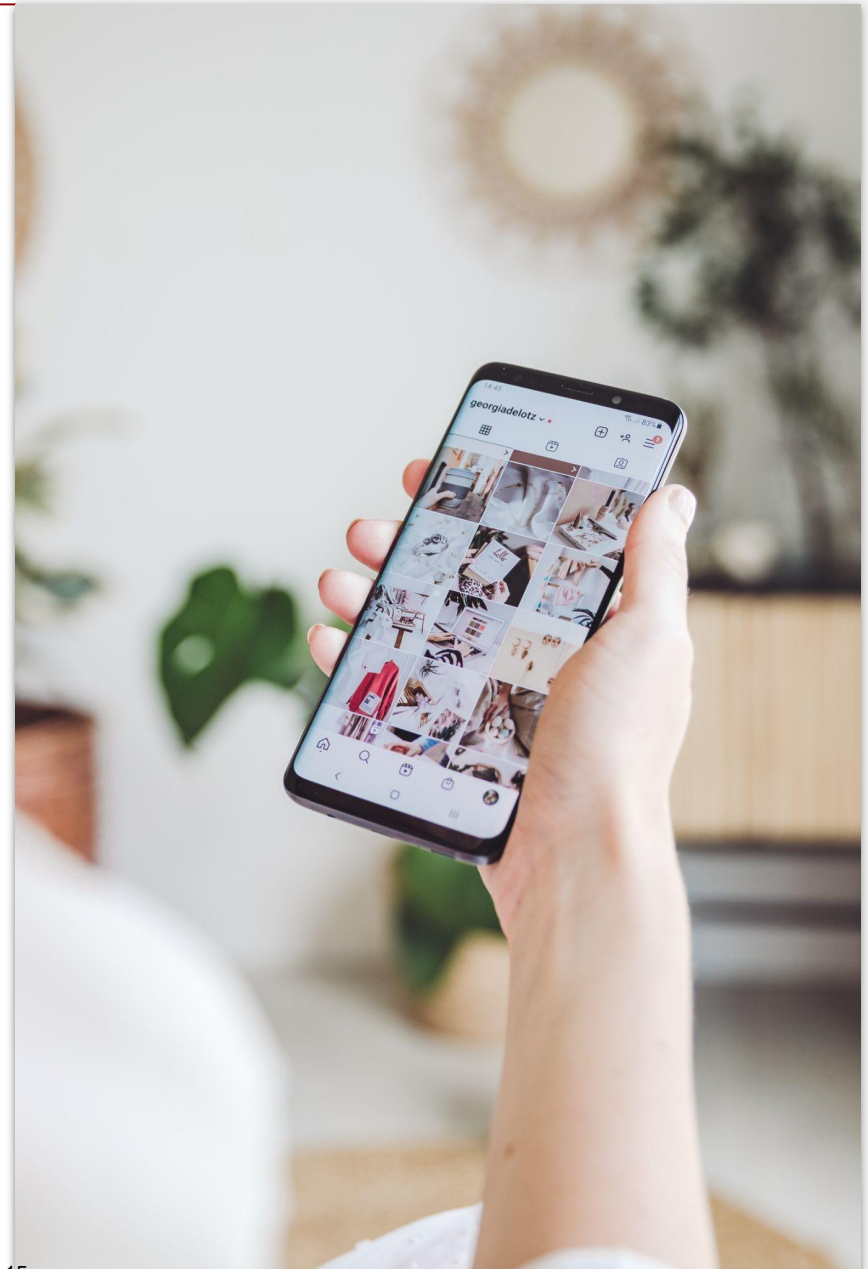
MOBILE-TO-SOCIAL

FACEBOOK & INSTAGRAM

Through mobile polygonning and geofencing technology, after we've drawn precise borders around specific locations for device ID capture, we can download that list and upload it into different environments for a multifaceted approach to increase brand frequency. Once downloaded, we can take those unique device IDs and have each social media platform find corresponding profiles. Through this, we can not only reach users through mobile apps, but we can continue to reach them when they navigate away to open their Facebook, and Instagram apps or desktop pages

KEY BENEFITS:

- ▶ Keeps message clear and consistent to help push brand frequency
- ▶ Brand messaging is seen across multiple verticals in your audiences' everyday device usage.

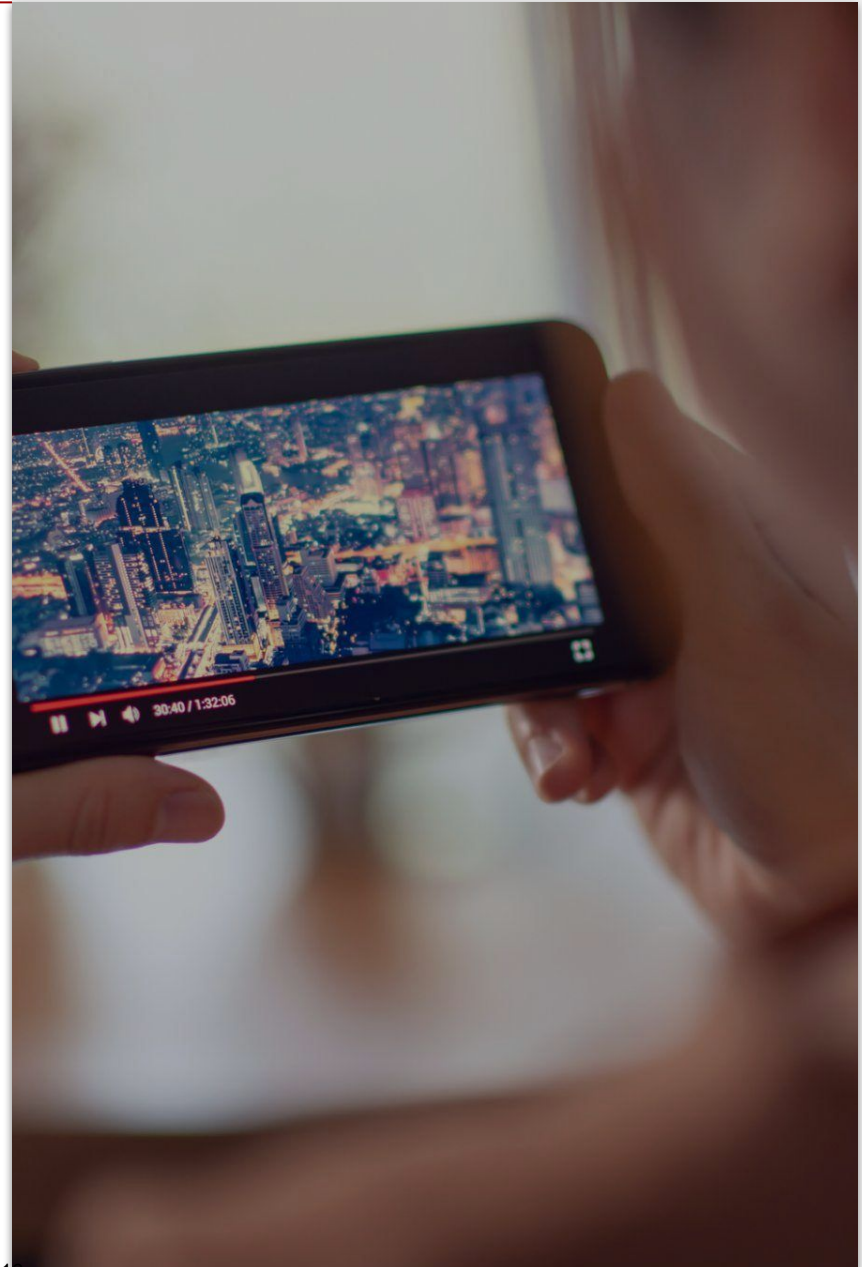


OVER-THE-TOP (OTT)

Over-The-Top streaming services use the internet to stream video content without the use of cable or a satellite subscription. Users can access OTT platforms anywhere they have an internet connection, meaning ads can be served alongside this video content.

OTT, or Over The Top is all **other devices** besides the TV.

A user can watch his/her favorite tv show on streaming apps using his/her **computer, smartphone or tablet**. This includes Live TV on these apps.



SOURCES TO BUY OR SELL CTV & OTT AD UNITS



CONNECTED TV STREAMING APPS

NBC, ABC, CBS, FOX, HULU, DISCOVERY, FX, VEVO, YOUTUBE TV, VUDU, TUBI, CRACKLE



CONNECTED TV PLATFORMS

SAMSUNG TV+, VIZIO, ROKU, SPOTX, MAGNITE, PLUTO TV, OPENX



BRING YOUR OWN SUPPLY

CONNECT YOUR DEAL ID DIRECTLY TO THE PLATFORM.



SUPPLY PARTNERS

Direct access guarantees quality, safety and efficiency.

PREMIUM CONNECTED TV STREAMING SERVICES



FREEMIUM & CORD CUTTER STREAMING SERVICES



CONNECTED TV DEVICES

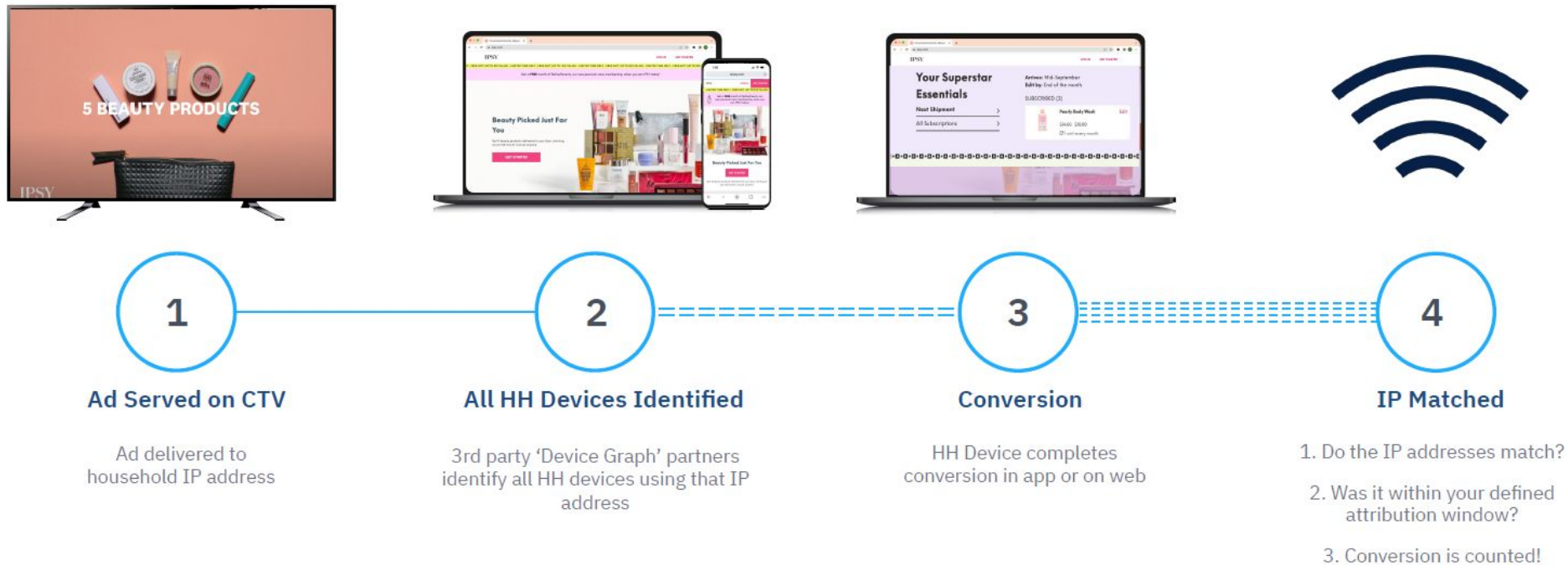


PARTNER / INVESTOR

NBCUniversal

HOW DO WE MEASURE TV?

We Match TV Ad Exposure to Site Visitation & Outcomes



YOUTUBE

TRUEVIEW

YouTube is the leading video sharing platform that allows users to watch and upload videos from all around the world. According to Google, “every month more than 1 billion people watch more than 6 billion hours of YouTube video content.” With an audience that size and the demographics & interests that we can reach as a result, targeting becomes extremely narrow to an audience that is unique to your business.

TrueView ads are also opt-in, so each viewer can decide whether or not to engage with the ad content. Ads are served in-stream either before or during the video content and are skippable after :05 seconds.

KEY BENEFITS:

- ▶ Targeting capabilities include demographic groups, devices, life events, interests (behaviors), or topics.
- ▶ With TrueView ads, you are engaging with an audience who is choosing to watch your ad.

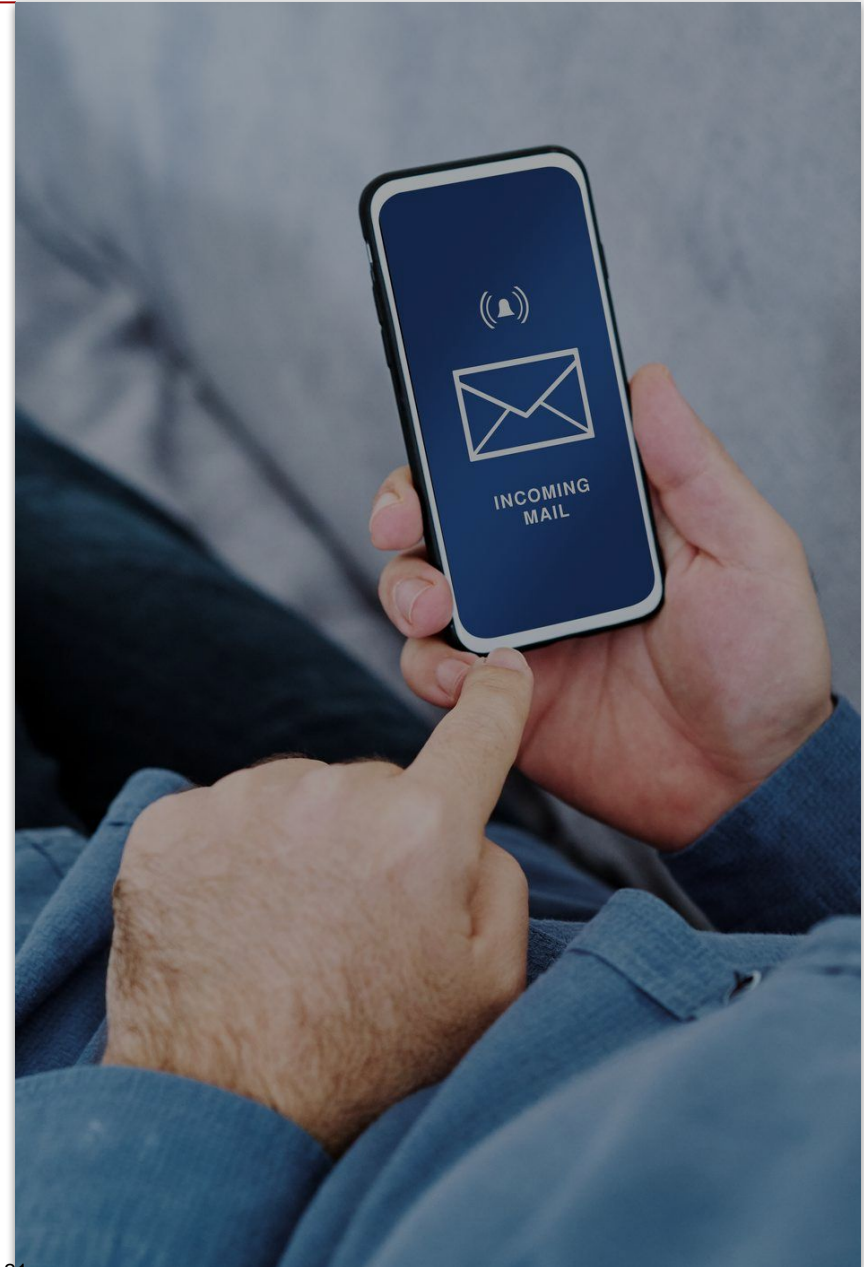


EMAIL MARKETING

Email marketing allows you to reach a list of email addresses that are active, CAN-SPAM compliant, opt-in only and belong to users in your target audience. Through purchasing this list, we will serve your brand messaging straight to their inboxes as many times per month as you would like to promote your product or service.

From there, any user who opens these emails will be categorized as an individual of interest and retargeted with another email for increased frequency (called a "ReDrop").

Targeting Methods:



REPORTING & INVESTMENT

CAMPAIGN REPORTING

WHAT YOU CAN EXPECT

We will consistently monitor and analyze performance data from your campaign. Our goal is to meet your KPIs in the most efficient way and use insights to inform future campaign strategy. Each month, you will receive a detailed report including:

- ▶ Performance by channel, tactic and platform
- ▶ Conversions & CPA by platform, media type and creative
- ▶ ROAS by platform
- ▶ Creative breakout by performance
- ▶ Geographic breakout
- ▶ Human level monitoring will provide transparency across all reporting including, site level data, app level data, channel level data, etc.

*Custom reporting is dependent on your campaign strategy and KPIs



CAMPAIGN REPORTING

GOOGLE ANALYTICS

We request that all clients who have Google Analytics installed on their website add us as collaborators on their account. This will enable us to provide an audience analysis of your current website visitors for your review. We'll also be able to report deeper, more impactful data and be better equipped to optimize your campaign to ensure the best results possible.

JUST FOLLOW THESE STEPS:

1. In Google Analytics, click 'Admin' at the bottom of the left-side menu
2. Select "User Management" on the Account level, just under "Account Settings" in the first column
3. In the box ("Add permissions for") enter the email address: alpha.analytics@alphamediausa.com
4. Select the desired permission-level
5. Check the box to notify



MUSSEL FREE INVESTMENT SUMMARY

July 1, 2023 - June 30, 2024

(SEE EXCEL SHEET FOR MONTHLY BREAKDOWN)

DIGITAL PRODUCT	TOTAL INVESTMENT	TOTAL DIGITAL IMPRESSIONS*	TOTAL RADIO SPOTS
RADIO KUIC 95.3	\$ 30,000	-	670
MOBILE-TO-SOCIAL: FACEBOOK & INSTAGRAM	\$ 36,000	2,250,000	-
CTV/OTT DEPLOYMENT WITH POST ENGAGEMENT ANALYTICS	\$ 21,000	706,850	-
EMAIL MARKETING	\$ 1,500	27,519	-
YOUTUBE TRUEVIEW	\$ 1,500	7,500	-
TOTAL CAMPAIGN INVESTMENT	\$ 90,000	2,991,869	

*Impressions based on current 2023 rates

CONSERVATION INVESTMENT SUMMARY

July 1, 2023 - June 30, 2024

(SEE EXCEL SHEET FOR MONTHLY BREAKDOWN)

DIGITAL PRODUCT	TOTAL INVESTMENT	TOTAL DIGITAL IMPRESSIONS*	TOTAL RADIO SPOTS
RADIO KUIC 95.3	\$ 27,000	-	644
MOBILE-TO-SOCIAL: FACEBOOK & INSTAGRAM	\$ 18,000	1,125,000	-
TOTAL CAMPAIGN INVESTMENT	\$ 45,000	1,125,000	

*Impressions based on current 2023 rates



ALPHADIGITAL

THANK YOU.

QUESTIONS?

You can find me at

Maria.Brana@alphamediausa.com

EXHIBIT B
RATE OF
COMPENSATION

SOLANO WATER MUSSEL FREE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY
CAMPAIGN	<i>pleasure boaters, water sports, families</i>	<i>pleasure boaters, water sports, families</i>	<i>pleasure boaters, water sports, families</i>	<i>outdooe sportsman, fishing</i>	<i>tournament fishers, sun chasers</i>	<i>tournament fishers, sun chasers</i>	<i>tournamen t fishers</i>	<i>tournament fishers</i>
CTV	\$ 4,200	\$ 4,200	\$ 4,200					
SOCIAL MEDIA	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
RADIO	\$ 4,500	\$ 4,500	\$ 3,000	\$ 3,000	\$ 1,500			\$ 1,500
EMAIL			\$ 1,500					
YOU TUBE								
TOTAL	\$ 11,700	\$ 11,700	\$ 11,700	\$ 6,000	\$ 4,500	\$ 3,000	\$ 3,000	\$ 4,500

MARCH	APRIL	MAY	JUNE			
<i>pleasure boaters, water sports, families</i>	<i>spring break travelers?</i>	<i>pleasure boaters, water sports, families</i>	<i>pleasure boaters, water sports, families</i>	TOTAL BY TACTIC	TOTAL DIGITAL IMPRESSIONS	TOTAL RADIO SPOTS
		\$ 4,200	\$ 4,200	\$ 21,000	706,850	
\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 36,000	2,250,000	
\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 30,000		670
				\$ 1,500	27,519	
		\$ 1,500		\$ 1,500	7,500	
\$ 6,000	\$ 6,000	\$ 11,700	\$ 10,200	\$ 90,000	2,991,869	670