

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
BARRIOS & ASSOCIATES LLC
FOR
PUBLIC AFFAIRS SPECIALISTS TO SUPPORT
THE PUBLIC INFORMATION OFFICE

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and Barrios & Associates, LLC, a limited liability company, hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to support the Public Information Office by providing public affairs specialist; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Brian Lochrie who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on November 16, 2020 (the "Commencement Date"). This Agreement shall automatically terminate one (1) year from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than one year (1) from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed One Hundred and Fifty Thousand Dollars (\$150,000).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for

CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not affect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and
- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other

payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any

financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach
ATTN: Catherine Jun
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

Barrios & Associates, LLC
Arianna Barrios, CEO
701 E. Chapman Avenue
Orange, CA 92866

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of

the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

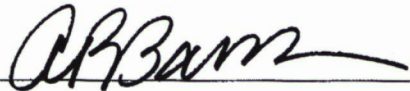
29. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Attorney. This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed

by and through their authorized officers.

CONSULTANT,
Arianna Barrios, CEO
Barrios & Associates, LLC

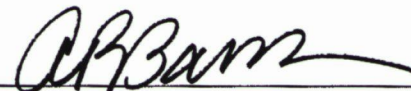
By: 

Arianna Barrios, CEO

print name

ITS: (circle one) **Chairman**/President/Vice President

AND

By: 


Arianna Barrios, CEO

print name

ITS: (circle one) Secretary/**Chief Financial Officer**/Asst.
Secretary – Treasurer

CITY OF HUNTINGTON BEACH, a municipal
corporation of the State of California


Mayor


City Clerk

INITIATED AND APPROVED:


City Manager

APPROVED AS TO FORM:



City Attorney

EXHIBIT "A"

A. STATEMENT OF WORK: (Narrative of work to be performed)

Develop content for the City's media platforms, which may include print, website, social media, and community cable television.

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

Develop content for the City's media platform, which may include print, website, social media, and community cable television. The specialist will use multi-media to build a unique brand for the City; effectively communicate the City's core messaging to the broader community; widen its reach among all demographic groups; and enhance its credibility as a trusted source of information.

C. CITY'S DUTIES AND RESPONSIBILITIES:

The CITY shall work collaboratively with the CONSULTANT to assist in facilitating any data collection and interviews the CONSULTANT needs to conduct and complete the aforementioned scope of work.

D. WORK PROGRAM/PROJECT SCHEDULE:

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

See attached Exhibit B.

B. Travel Charges for time during travel are not reimbursable.

C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed;
 - C) Show the total amount of the payment due;
 - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
 - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in Exhibit "A" may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought

into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

**Fee Schedule
Barrios & Associates, LLC**

1. Flat Monthly Retainer Fee - \$7,500

- a. This fee includes services related to Strategic Communications, HBTB Channel 3 programming, website development, city newsletter development, and on-call services for up to 50 hours per month.

2. Other Supplemental Services - \$135/hour

- a. See attached letter/proposal dated October 23, 2020.



October 23, 2020

Catherin Jun,
Assistant to the City Manager
City of Huntington Beach

RE: Supplemental Capabilities Overview

For the City of Huntington Beach, Communications LAB has provided a comprehensive outline of services as they pertain to the Public Affairs RFP advertised by the City earlier this year.

In addition, Communications LAB is pleased to offer the following Supplemental Capabilities Overview to be used at the City's discretion and on an as-needed basis. These additional capabilities and service areas would be billed separately from the base retainer agreement outlined in our RFP response.

However, Communications LAB is prepared to offer the City a deeply discounted, blended hourly rate for use of these supplemental services.

Should our team be called upon to perform any of the duties outlined in this document, the cost to the City would be a blended hourly staff rate of \$135 per hour and any material costs incurred by Communications LAB. Our understanding is that an estimate of hours and costs would be submitted to the City for approval prior to any Supplemental Service was undertaken.

Thank you,
Arianna Barrios, CEO
Office: (949) 215-5539 ext. 101
Mobile: (714) 878-4864
Email: Arianna@CommunicationsLAB.com
Web: www.CommunicationsLAB.com



Services Overview

- Administrative Assistance & Management
- Advertising
- Branding & Marketing awareness campaigns
- Change Management Consulting
- Communications & Media Training
- Community Outreach
- Crisis Communications Support
- Construction Relations
- Copywriting & Editing
- Impact Evaluation & Measurement for projects, programs and initiatives
- Graphic Design & Illustration
- Government Relations
- Hispanic Outreach & Media Relations
- Electronic/Print design & layout
- Embedded Staffing Support
- Photography
- Publications Management
- Public Policy Consulting
- Media Relations
- Media Planning & Buying
- Social Media Management
- Marketing Strategy & Campaigns
- Special Events Management
- Translation Services: Spanish
- Video Production
- Website Development & Management



Service Description

Advertising

Communications LAB has an award-winning record in the creation of print and digital outreach tools that generate enthusiasm and communicate complex ideas to broad audiences. We create print and digital content based on the branding and messaging established for the campaigns. Our in-house creative team includes experts in their field who are adept at responding quickly to all design requests.

Our team specializes in designing and producing a wide range of collateral materials in support of client programs, marketing campaigns, and outreach initiatives. Our materials feature compelling graphics, message-driven content, and easy-to-understand illustrations. To achieve the goals of the client, we can create posters, brochures, guides, take ones, postcards, and other collateral that best suits the strategic goals and your audience. We can produce a suite of unique materials in support of promotions and campaigns as part of any overall marketing program.

Branding & Marketing Campaigns

As experienced brand builders, Communications LAB has the expertise necessary work within established agency brands or create a fresh corporate identity. For public agencies, we are often called upon to build identities for signature projects that clearly identifies the effort. Our team has an expert graphic designer on staff who has decades of experience in brand building, including the creation of the Irvine Company logo.

Our goal is to create a visual messaging iconography that speaks clearly to audiences and key stakeholders. Once developed, Communications LAB will use this visual identity across all project collateral, social media posts and in every project touchpoint with a distinct voice. Our team has the technical expertise to translate the complex verbiage used by experts into language that your core audience can understand. We also have the graphic design and production skills to design and produce eye-catching material and PowerPoint presentations that maintain a client's current or project-specific branding.

Communications LAB has built award-winning marketing awareness campaigns for public and private organizations including Orange County Transportation Authority, Disneyland Resort, Orange County Vector Control, The Toll Roads, CalOptima, SDG&E, and many other organizations.

Communications & Media Training

For Communications LAB, one of our core values is to share our knowledge. We are inspired by communications and take great pride in our ability to train others to become communicators. Training programs, seminars, on-camera practice sessions, pre-debate practice sessions are all part of our toolkit. As a national member of the Public Relations Society of America, we have several team members who have achieved national APR accreditation and who lead certification training in turn. In addition, we conduct trainings for the tools we create, such as web and email. Our goal is to ensure that our clients can manage their own communications if they so desire.

Construction Relations

As an agency with experience managing public outreach on many large-scale, public infrastructure projects, we have a deep understanding of the need to keep internal lines of communication strong and open. Over the years, we have built strong relationships within the building trades communities and have worked hand-in-glove with many of Southern California's leading construction companies. Working together, we develop partnerships to insure there are no surprises for the local community.

Copywriting & Editing



Communications LAB is staffed with professional writers and former reporters who understand how to effectively communicate key messages to a variety of audiences. We adhere to AP Style and Institute agency-wide quality control rules to ensure a client's project is extensively reviewed and properly edited.

Crisis Communications Support

We understand that it is not our job to set policy, but to appropriately communicate a client's position, clearly and consistently. As an advocate, this role is never more important than when there is a crisis. As a resource or as an extension of staff, our team has the experience to handle a wide variety of issue with a steady hand to protect your reputation.

Our team also has experience in developing op-ed articles for board members or community stakeholders to consider for submission. These can often prove to be a great benefit, showing strong support for the client in moments of great difficulty and reminding community members that there is always another side to the story.

Communications LAB can coordinate media briefings and provide crisis communications assistance with the media. Our team has experience crisis when it hits and before – building communications plans for clients to follow well before a problem ever arises. In the moment, our media relation skills will be important to help a client frame issues well in the media since the initial stories will be the referral articles used by reporters on a go forward basis.

Electronic/Print design and layout

Communications LAB has web design specialists and social media experts on staff. We understand how to leverage Facebook, Twitter, E-Newsletters and other online communications resources to reach Laguna Niguel residents and businesses. We also have experts on staff who develop and manage e-newsletters through the Constant Contact program.

Our team works in concert with its clients to update and manage the graphic design and electronic outreach component of any project. We can create and produce banners, posters and signage needed for any potential public hearings, community coffees or open houses. Our subconsultant, Bieber Communications, is a recognized expert in direct mail and print communications. His on-demand print expertise will be invaluable when its time to inform the key stakeholders that public meetings and community open house activities are taking place.

Graphic Design & Illustration

Communications LAB's Graphic Designer will produce all project-related collateral material for our client's projects including project banners, posters with timelines and maps, Frequently Asked Questions (FAQ) and Fact Sheets, email templates. Our team is dedicated to acting as an extension of your team to bring your vision to life.

Public Affairs & Policy Support

Communications LAB team members are former journalists and public affairs professionals with decades of experience. We understand the media and can provide counsel in a wide variety of community affairs issues and message management. Our extensive government relations will extend our relational reach throughout our engagement period. You will not find an agency that knows the political landscape better than our team.

Working closely with our clients, we will draft media advisories and news releases, develop talking points and scripts and train key spokespeople as directed. With our extensive political experience, we can assist your team at strategically addressing the needs and issues that most directly affect your audience. When necessary, we can provide additional insight for an agency by conducting internal and external ascertainties, employee surveys, or key stakeholder interviews to take the temperature of your community.



Impact Evaluation & Measurement of Projects, Programs and Initiatives

We will maintain quality across all tasks and deliverables. Each team member is fully accountable for their work, and our formal quality control system ensures the continued integrity of all of our services and deliverables. In addition, we take great pride in carefully tracking individual campaigns and providing metrics to our clients that underscore the ROI. Working with the client, evaluation tools and measurements will be defined before any outreach program is launched. Throughout a campaign and at its conclusion, Communications LAB will provide a detailed report and evaluation. In addition, we will maintain agency records for archival purposes and track any and all public feedback.

Media Planning & Buying

Media relations is one of the many strengths of the Communications LAB team. Our relationships with Los Angeles, Orange County and Inland Empire media, both print, radio and television. As the agency of record for several large agencies, we have been called upon to handle traditional media channels and Hispanic media, a growing competency for Communications LAB. Our reach stretches as far as the desert communities of Palm Spring and northward to Ventura and Santa Barbara. Communications LAB has the experience and expertise to develop media alerts, news releases and manage media events such as groundbreakings or dedication ceremonies.

Furthermore, our team has been responsible for millions of dollars of ad placement on behalf of large public agencies and private industry clients. Building on careful audience research and client marketing goals, we are experienced at crafting target, multi-channel marketing programs and negotiating cost-effective placement on a client's behalf. Our relationships with leading print, outdoor, digital and radio give our client's access to unique programming opportunities that reach the right audience at the right time.

Photography

Creating a library of good, solid photography and video play an important role in an agency's ability to communicate key messages to their audience in a creative, digestible manner. Communications LAB has experienced photographers and videographers on staff who can photograph and record for many purposes. We also have photo processing software for our skilled on-staff graphic designers to use. For extremely sophisticated needs, such as staged photography and video production, we have access to nationally recognized experts in both fields, should the need arise. Whether the need is public meeting documentation, project illustration or, event archive, we can provide the services necessary to add value to any communications program.

Publications

As a respected vendor for a wide array of public agencies, Communications LAB is a trusted source for creating, producing, and distributing publications. Our talented team has extensive skill in managing projects from soup-to-nuts. Under the direction and guidance of a dedicated Project Manager, design and development are shepherded to completion with client input. Our team boasts a talented bench of design, editorial, copywriting and production professionals. Communications LAB has experience in creating all types of collateral material pieces including fact sheets, FAQ, webpages, newsletters, presentations, fliers, direct mailers, social media posts and other such documents. We are committed to clearly describing the benefits and impacts of infrastructure projects or agency initiatives so that the stakeholders can provide an informed opinion to decision-makers.

Social Media Management & Strategies

Communications LAB has the in-house staff, resources and expertise to develop branded e-newsletters, direct mail brochures, websites and webpages. We are equally comfortable working with legacy systems or creating new and exciting website and social media platforms to keep your audience updated on the status of any project or initiative. Communications LAB will assign staff to manage and update these electronic outreach tools under the supervision and approval of your team. Working together, we develop detailed online editorial calendars to prepare the distribution of information well in advance. These calendars, and the online tools we employ to work with our clients allow us to implement online marketing strategies that are



consistent and timely. We are also well versed in online ad buying and post-boosting that help our client's build an audience.

We will employ content marketing in the form of engaging social media promotions, graphics, and interactive apps. A varied mix of posts will keep audiences engaged and showcase our client's value proposition. These may include testimonials, news, marketing, promotions, education and feel-good stories for the communities you serve.

Special Events Management

Special events are a cornerstone of Communications LAB services. Whether a client requires additional staffing or complete event management, we can offer a comprehensive solution. Communications LAB specializes in hosting special events such as groundbreakings, press briefings and dedication ceremonies. These events can also serve as positive press opportunities and, as appropriate, we can manage and assist with the execution of project tours as well.

As an extension of staff, we are often called upon to man booths at community events and present knowledgeable surrogates for your agency. In addition, we also manage large-scale, formal events such as galas and fundraisers. We provide planning services and vendor management as well as guest management and onsite staffing. We can bring the full strength of our team to brand these activities, distribute materials, seek sponsors and provide video support and stage production.

Translation Services: Spanish

As a trusted vendor for several of Southern California's largest public agencies, Communications LAB is proud to offer translation services for Hispanic communities. The agency has several staff members who are native Spanish-speakers and can provide outreach services to this burgeoning community. In addition, Communications LAB is pleased to offer the services of our team members who are certified, legal translators in written, Spanish-language communications.

Video Production Services

Communications LAB is one of the few community outreach firms in Orange County that has in-house video production services. Comm LAB has both expert personnel with more than two decades of video production experience as well as state-of-the-art equipment including a Phantom IV drone that shoots 4K video, a Sony A7 and a Panasonic DVX200. Comm LAB also has lighting, sound equipment, TelePrompter and other high-quality professional equipment for both studio and field video production work.

Embedded Staffing

Communications LAB has the ability, when called upon, to provide embedded staff to supplement the administrative and professional capabilities of our clients on site.

Grant Writing

When called upon, Communications LAB is happy to provide grant writing services for clients seeking additional funding support from private, public and federal funding sources. Our capabilities include identifying opportunities, copy writing and graphic design, interview preparation and submission tracking.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bannister & Associates Insurance Agency CA License #0691071 305 17th Street Huntington Beach CA 92648		CONTACT NAME: Rich T Higgins PHONE (A/C, No, Ext): (714) 536-6086 FAX (A/C, No): (714) 536-4054 E-MAIL ADDRESS: rich@bai-ins.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Ohio Security Insurance Company	24082
		INSURER B: Philadelphia Indemnity Ins. Co.	18058
		INSURER C: American Fire and Casualty Co.	24066
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
 Barrios and Associate, LLC
 dba Communications Lab
 701 E Chapman Avenue
 Orange CA 92866

(949) 215-5539

COVERAGES **CERTIFICATE NUMBER:** Cert ID 3903 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	BK6 (21) 56589875	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAS (21) 56589875	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		BSA (21) 56589875	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	APPROVED AS TO FORM XWS (21) 56589875 By: <i>Scott Kelly</i> MICHAEL E. GATES CITY ATTORNEY CITY OF HUNTINGTON BEACH PHSD1522781	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability		PHSD1522781	04/01/2020	04/01/2021	Limit (per claim): \$ 2,000,000 Limit (aggregate): \$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Huntington Beach is named as additional insured with respects general liability policy limits.

CERTIFICATE HOLDER City of Huntington Beach 2000 Main Street Huntington Beach CA 92648	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>RAL J. [Signature]</i>
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PROFESSIONAL AND SERVICES

SERVICE: *Public Affairs Specialist*

SERVICE DESCRIPTION:

VENDOR: Communications LAB (Barrios & Associates, LLC)

OVERALL RANKING: 1

SUBJECT MATTER EXPERTS/RATERS: 1. *Public Works Specialist* 2. *PIO* 3. *PIO/Assistant to the City Manager*

I. MINIMUM QUALIFICATIONS REVIEW

- Written Proposal Score:

VENDOR NAME – Minimum Qualifications Review		
<u>Criteria</u>	<u>Total Weighted Score</u>	<u>Maximum Score</u>
<i>Compliance with RFP</i>	130	
<i>Technical Approach</i>	300	
<i>Qualifications</i>	350	
<i>Clarity</i>	130	
<i>Local Vendor Preference</i>		
<i>Cost</i>	325	
<i>References and Background</i>	65	
Total	1300	

II. DUE DILIGENCE REVIEW

- Interview Ranking: 1 of 3

VENDOR NAME – Summary of Review
<ul style="list-style-type: none">• Diverse team that represent all the skillsets that the PIO would need to successfully convey information to the broader public.

VENDOR NAME – Pricing
<ul style="list-style-type: none">• Pricing is competitive with most other vendors, if not slightly better. We will be receiving good value for the cost.



City of Huntington Beach

2000 Main Street ♦ Huntington Beach, CA 92648

(714) 536-5227 ♦ www.huntingtonbeachca.gov

Office of the City Clerk

Robin Estanislau, City Clerk

December 30, 2020

Barrios & Associates, LLC
Arianna Barrios, CEO
701 E. Chapman Avenue
Orange, CA 92866

Dear Ms. Barrios:

Enclosed is a copy of the "Professional Services Contract between the City of Huntington Beach and Barrios & Associates LLC for Public Affairs Specialists to Support the Public Information Office" approved by the Huntington Beach City Council on November 16, 2020.

Sincerely,

Robin Estanislau, CMC
City Clerk

RE:ds
Enclosure