

Noble Studios · June 17, 2024

# Master Service Agreement

City of Irvine

THIS MASTER SERVICE AGREEMENT ("Agreement") is made on June 17, 2024 ("Effective Date") between the City of Irvine, ("Client"), a California municipal corporation with a principal place of business at 1 Civic Center Plaza, Irvine, California 92606, and Noble Studios ("Contractor"), a Nevada corporation, with its principal place of business at 50 West Liberty, Suite 800, Reno, Nevada 89501. At times throughout this Agreement, Client and Contractor will be individually referred to as "Party" or collectively referred to as "Parties".

## Section 1. Relationship of the Parties

Contractor is an independent contractor acting solely under its own direction and control. Contractor has the qualifications and any required licenses, permits and certificates necessary to perform under this Agreement. Neither Contractor, nor Contractor's employees or contracted personnel are Client's employees. Contractor shall be responsible for all taxes imposed upon Contractor as an employer and with respect to Contractor's income, revenues, gross receipts, personnel or real property.

## Section 2. Services Rendered

Contractor will perform the services ("Services") set forth in the scope of work ("SOW"). The SOW, any modification thereto, and any subsequent SOW shall be fully incorporated into this Agreement as Exhibit A.

## Section 3. Payment

**A. Compensation for Services Rendered.** The amount of compensation ("Compensation") for the Services is set forth in the SOW(s) and shall be paid according to the SOW payment schedule. All Services are provided by Contractor from within the State of Nevada and Compensation is exclusive of any sales, use, excise and similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Client.

**B. Reimbursement of Expenses.** There may be occasions when Contractor deems it necessary to incur third-party expenses in providing the Services. In such event, Contractor will notify the Client of the necessity and amount of the proposed expense. Client is only obligated to reimburse



Contractor for approved expenses, but acknowledges that if it withholds such approval, it may delay Contractor's performance under this Agreement.

## Section 4. Intellectual Property

**A. Client Ownership.** Subject to the provisions of Section 4(B), all intellectual property rights and moral rights associated with work developed or created by Contractor pursuant to this Agreement ("Deliverables") is "Work Made for Hire" and shall belong exclusively to Client. If for any reason, any of the Deliverables would not be considered "Work Made for Hire" under applicable law, Contractor assigns and transfers to Client Contractor's entire right, title and interest in the Deliverables.

**B. Non-Exclusive License of Intellectual Property.** Contractor may utilize its own proprietary intellectual property ("Contractor's IP") and the intellectual property of third parties ("3P IP") for which Contractor has a transferable license in the Deliverables.

All ideas, concepts, designs, techniques, inventions, procedures, methods, utilities, tools, discoveries or improvements that are conceived of or reduced to practice by Contractor outside of the performance of Services under this Agreement, and source code used to build and run the Deliverables are Contractor's IP. Contractor retains sole and exclusive title and ownership of Contractor's IP. Contractor unconditionally and irrevocably grants to Client a world-wide, royalty free, perpetual and non-exclusive license to use, publicly perform and publicly display Contractor's IP in the Deliverables. If Client desires to have the right to transfer or sub-license, modify or create derivative works based upon Contractor's IP, written consent of Contractor must first be obtained.

Contractor unconditionally and irrevocably grants and transfers to Client all Contractor's license rights in 3P IP used in the Deliverables.

**C. Client's Representations and Warranties.** Client represents and warrants that any information, images and content, including domain name, branding, logo and/or design elements that it provides to Contractor do not infringe upon the intellectual property rights of any third party. Client acknowledges that Contractor will not conduct an intellectual property right search clearing any aspect of the Deliverables. Client understands and acknowledges that if it does not search and clear the Deliverables, it may be subject to claims for intellectual property infringement, for which Client may be responsible and, if necessary, Client will indemnify, hold harmless and defend Contractor, its affiliates, successors and assigns, and its and their directors, officers, employees and agents as set forth in Section 8.

**D. Contractor's Representations and Warranties.** Contractor represents and warrants that its performance of the Services will not, and Contractor's IP does not, infringe upon the intellectual property rights of any third party. Contractor represents and warrants that if it uses or integrates any 3P IP in the Services or Deliverables, Contractor has secured all license rights to use, modify, create derivative works, transfer, sub-license, publicly perform and publicly display the 3P IP and that said rights are fully and completely transferrable to Client.

## Section 5. Duties of Client

**A. Timeliness.** Client shall (1) make full and timely payments in accordance with the SOW payment schedule, (2) timely perform all obligations under this Agreement, and (3) timely comply with any request of Contractor that Contractor deems necessary to the performance of the Services, specifically including providing information and reviewing the work produced at various phases of the SOW. Client acknowledges that if it does not timely comply with any request of Contractor: (1) Client is still bound to make timely payments, (2) there may be a delay in Contractor's performance that is, at a minimum, equivalent to Client's delay, and (3) Client is obligated to compensate Contractor, at Contractor's then-applicable billing rate, for any additional time expended and expenses incurred by Contractor attributable to Client's delay.

**B. Promotion.** Client agrees that from time to time, Contractor may publicly take credit for or refer to the Services rendered for Client strictly for purposes of the promotion of Contractor's business.

**C. Use of Client-Mandated Vendors.** If Client directs Contractor to utilize particular third-party vendors in performing the Services, Client shall compensate Contractor, at Contractor's then-applicable billing rate, for any additional time expended and for expenses incurred by Contractor for contracting with and managing such third parties. Client waives any claim against Contractor and its right to terminate this Agreement due to any delay in the completion of the SOW by Contractor attributable to the use of such third-party vendors.

**D. Professionalism.** Client shall fulfill its obligations under this Agreement in a professional manner. Client shall use its best efforts to ensure that communications between Client's officers, directors and employees and Contractor's officers, directors and employees are cordial and professional.

**E. Applicable Law.** Client is responsible for ensuring its own compliance with all applicable laws.



## Section 6. Duties of Contractor

**A. Timeliness.** Provided that Client meets its obligations as set forth in Section 5 of this Agreement, Contractor agrees to perform its Services in a timely fashion.

**B. Quality/Professionalism.** Contractor shall fulfill its obligations under this Agreement in a professional and workmanlike manner in accordance with industry standards. Contractor shall use its best efforts to ensure that communications between Contractor's officers, directors and employees and Client's officers, directors and employees are cordial and professional.

**C. Applicable Law.** Contractor shall ensure its performance under this Agreement complies with applicable laws.

**D. Insurance.** The Contractor agrees to obtain and maintain, at its own expense, during the term of this Agreement, adequate insurance coverage to protect against any claims, damages, liabilities, costs, and expenses that may arise out of or result from the performance of its obligations under this Agreement. **SEE ATTACHMENT I**

The Contractor shall ensure that its insurance policies are issued by reputable insurers and are adequate to cover all risks associated with the services provided. The Contractor agrees to furnish evidence of such insurance coverage upon request by the Company.

## Section 7. Confidentiality

**A. Confidential Information.** "Confidential Information" means: any information disclosed by one Party ("Disclosing Party") to the other ("Receiving Party"), in whatever format, that is either identified as or would reasonably be understood to be confidential and/or proprietary, including but not limited to the Disclosing Party's business plans, strategies, financial information, marketing information, marketing strategies, any customer trade secrets, drawings, works of authorship, inventions, know-how, techniques, design details and specifications, software programs and software source documents, information relating to proprietary rights prior to any public disclosure thereof, information regarding acquiring, protecting, enforcing and licensing proprietary rights (including without limitation patents, copyrights and trade secrets), client and customer lists, and client and customer information.

**B. Exceptions.** Confidential Information does not include information that the Receiving Party can clearly establish by written evidence: (i) is known to the Receiving Party from a third party without

an obligation to maintain its confidentiality, (ii) is or becomes generally known to the public through no act or omission of the Receiving Party, or (iii) is independently developed by the Receiving Party without the use of information received from the Disclosing Party.

**C. Receiving Party's Obligations.** The Receiving Party will make no use of Confidential Information for any purpose other than the exercise of its rights and fulfillment of its obligations under this Agreement. The Receiving Party will not disclose Confidential Information to any third party and will protect and treat all Confidential Information with the same degree of care as it uses to protect its own confidential information of like importance, but in no event with less than reasonable care. Except as expressly authorized in this Agreement, the Receiving Party will not use, make or have made any copies of Confidential Information, in whole or in part, without the prior written authorization of the Disclosing Party. The Receiving Party will only disclose Confidential Information to its employees, professional advisors, and authorized subcontractors having a need to receive such Confidential Information for the purposes of this Agreement and under confidentiality obligations no less restrictive than those set forth in this Agreement. The Receiving Party will be responsible for any breach of this Section by any such employees, professional advisors, and subcontractors. Notwithstanding the foregoing, either Party may disclose Confidential Information to the extent required by law or court order, provided that such Party promptly provides to the other Party prior written notice of such disclosure and reasonable assistance in obtaining an order protecting the Confidential Information from public disclosure. If a Party breaches any of its obligations with respect to confidentiality and unauthorized use of Confidential Information, the non-breaching Party will be entitled to equitable relief to protect its interest in the Confidential Information, including but not limited to injunctive relief and money damages. The Receiving Party's obligations with respect to non-disclosure and confidentiality will survive for (i) two years after the termination of this Agreement, or (ii) the maximum period permitted by applicable law, whichever is longer.

**D. Return of Confidential Information.** Within five (5) business days of the termination of this Agreement, each Party will terminate all use of and return to the Disclosing Party all Confidential Information of the Disclosing Party and all copies thereof or, at the Disclosing Party's written request, will certify in writing that it has destroyed the same.

## Section 8. Indemnification

Each Party ("Indemnifying Party") shall, at its expense, defend and hold the other Party ("Indemnified Party") and its directors, officers, and employees harmless from all claims, actions or damages brought by any third party against the Indemnified Party and/or its directors, officers,

employees arising out of or relating to the Indemnifying Party's gross negligence or willful misconduct in performing under this Agreement or any alleged breach of this Agreement by the Indemnifying Party. Upon notice from an Indemnified Party claiming indemnity for a claim or threatened claim, Indemnifying Party will assume defense of the claim and retain counsel reasonably satisfactory to Indemnified Party. Indemnified Party will cooperate as reasonably requested in the defense and any costs and expenses incurred by Indemnified Party will be reimbursed by Indemnifying Party. Indemnifying Party will have the sole authority to settle any indemnified claim; provided, however, that Indemnifying Party will first obtain written consent from Indemnified Party for any settlement that requires an Indemnified Party to pay any money, or take, or refrain from taking, any action. Indemnified Party may participate in the defense of any indemnified claim with counsel of its choice, at its own expense. If Indemnifying Party does not assume defense of the claim, Indemnified Party may retain counsel of its choice at Indemnifying Party's expense and Indemnified Party will have control over the defense and authority to resolve the claim.

## Section 9. Non-Interference

During the term of this Agreement, and for a period of one (1) year following the termination of the Agreement for any reason, each Party agrees that it will not induce, encourage or solicit, directly or indirectly: (a) any employee of the other Party to seek alternative employment, or modify or terminate their employment with that Party, (b) any independent contractor of the other Party to modify or terminate their business relationship with that Party, or (c) any client of the other Party to modify or terminate any relationship with that Party.

## Section 10. Termination

This Agreement starts on the Effective Date and will continue until terminated by either Party in accordance with this Agreement (the "Term"). Either Party may terminate this Agreement at any time and for any reason by providing 30 days' written notice to the other Party. In addition, a non-breaching Party may terminate this Agreement upon 15 days' written notice to the other Party if that other Party is in material breach of this Agreement and fails to cure the breach within 15 days of receiving notice from the non-breaching Party. Contractor is entitled to compensation for Services performed in accordance with this Agreement through the effective date of termination. Except as otherwise provided in this Agreement, neither Party has any continuing obligation to perform under this Agreement after termination.



## Section 11. Dispute Resolution

In the event of any dispute, controversy, or inability to resolve a conflict ("Controversy") as to the terms or provisions of this Agreement, written notice shall be given of a Controversy by a Party or his representative ("Notice of Controversy") via registered or certified U.S. Mail, return receipt requested, within thirty (30) days of the point in time when the Party discovered, or reasonably should have discovered that the Controversy exists. Representatives of the Parties shall confer, either in person or via telephone conference call, within ten (10) workdays, excluding weekends and holidays, of receipt of a Notice of Controversy. If they are unable to resolve the Controversy within five (5) workdays, they shall submit the matter to binding arbitration. The Controversies which shall be submitted to arbitration shall include all disputes, actions, claims, or controversies arising out of or in connection with (1) this Agreement or any related agreements or instruments, (2) the underlying facts which gave rise to this Agreement, and (3) any transaction contemplated by this Agreement, and all past and future transactions involving the Parties which have or may have any impact on this transaction. The Parties agree that an arbitrator shall be selected from a list provided by the American Arbitration Association (AAA) unless the Parties specifically agree in writing otherwise. Any arbitration will be conducted in a mutually agreed upon location in Southern California, and in accordance with the Commercial Arbitration Rules of the AAA, unless otherwise agreed by the Parties. In the event of any inconsistency between the Commercial Arbitration Rules of the AAA and this Agreement, the terms of this Agreement shall control. The Parties agree that the arbitration fees will be divided equally between the Parties and that each Party shall bear their own attorneys' fees and costs.

The Parties specifically waive their right to file any action arising from any implementation or interpretation of this Agreement or the underlying transactions which gave rise to this Agreement, except for an action for injunctive relief to enforce the provisions of Section 4, "Intellectual Property," Section 7, "Confidentiality", and Section 8, "Indemnification." If a dispute arises between the Parties which requires a formal court proceeding to resolve the prevailing party in such proceedings shall be entitled to recover its attorneys' fees, court costs and out of pocket expenses that were reasonably incurred in connection with such proceedings.

## Section 12. Entire Agreement

This Agreement has been negotiated and prepared pursuant to the joint efforts of both Parties to this Agreement and will be construed simply and fairly and not strictly for or against either Party to this Agreement. This Agreement, including any SOW, or modification thereof, constitutes the entire





binding agreement between the Parties and supersedes any previous agreement between the Parties, including any pre-existing non-disclosure agreement. This Agreement may not be altered, modified, amended or changed in whole or in part, except in writing executed by both Parties. Each Party represents and warrants that it is fully able to enter into this Agreement and it has all authority and rights necessary to enter into, and perform the obligations in, this Agreement.

## Section 13. Notices

All notices, statements, payments and other communications under this Agreement must be in writing and delivered by hand, courier, electronic-mail or U.S. Mail, except as provided in Section 10 of this Agreement.

To Contractor:	To Client:
<p>Noble Studios 50 W. Liberty, Ste. 800 Reno, NV 89501 Attn: Season Lopiccolo <b>Season.Lopiccolo@noblestudios.com</b></p>	<p>City of Irvine 1 Civic Center Plaza Irvine, CA 92606 Attn: Misty Bond <b>MBond@cityofirvine.org</b></p>

## Section 14. Damages

IN NO EVENT SHALL EITHER PARTY OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION OR OTHERWISE, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE PARTIES RESPECTIVE PERFORMANCE THEREUNDER, EVEN IF THE PARTY IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the failure of the essential purpose of any remedies available to either party.



## Section 15. Miscellaneous

**A. Assignment.** The Parties acknowledge that the Services are personal in nature and expressly agree that no Party may assign this Agreement without the written consent of the other.

**B. Binding Effect.** This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors, assigns, heirs and personal representatives.

**C. Conflicts.** The Parties mutually represent that to the best of their knowledge neither currently has any agreement with, or any other obligation to, any third party that conflicts with the terms of this Agreement and the Parties agree that they shall not intentionally and knowingly enter into any such agreement.

**D. Counterparts.** This Agreement may be executed in any number of counterparts, and when read together, shall constitute one agreement, and any party may validly execute via original, facsimile, electronic or digital signature.

**E. Governing Law.** This Agreement, and all the transactions contemplated by this Agreement, shall be governed, construed, and enforced solely and exclusively in accordance with the laws of the State of California.

**F. Section Headings.** The Section headings used in this Agreement are solely for the convenience of the parties and shall not affect in any way the meaning or interpretation of this Agreement.

**G. Severability.** If any term, provision, covenant or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired or invalidated.

**H. Survival.** The obligations under Sections 4, 5(E), 6(C), 7-9, inclusive, survive termination of this Agreement.

**I. Waiver.** No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

# Section 16. Signatures

The Parties each acknowledge that they have read this Agreement, fully understand it, and freely and voluntarily agree to each of its provisions, as evidenced by the placement of their signatures hereon, via written or electronic means.

**Noble Studios**

<div>DocuSigned by: Season Lopiccolo A9B4C32CE53640B</div> <hr/>	6/24/2024 <hr/>
Signature	Date
SEASON LOPICCOLO	COO / CO-FOUNDER
<hr/>	<hr/>
Printed Name	Title

**City of Irvine**

By: 

DocuSigned by:  
Melissa Haley  
773D40AEE8E6B34A2

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Name: Melissa Haley

Title: Director of Communications & Engagement

Date: 6/24/2024

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By: 

DocuSigned by:  
Oliver Chi  
7809AA719A2B4C7...

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Name: Oliver Chi

Title: City Manager

Date: 6/24/2024

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ATTEST:

By:   
DocuSigned by:  
Carl Petersen  
UFCKD91PUZES87U...

Name: Carl Petersen

Title: City Clerk

6/24/2024  
Date: \_\_\_\_\_

APPROVED AS TO FORM  
RUTAN & TUCKER, LLP

By:   
DocuSigned by:  
Jeffrey Melching  
DABE8686180C4BB...

Name: Jeffrey Melching

Title: City Attorney

6/24/2024  
Date: \_\_\_\_\_

Destination Marketing Services · June 17, 2024

# Retainer SOW

City of Irvine

noble  
studios.

# Overview

Noble Studios is excited to partner with the team and stakeholders of Destination Irvine to build awareness of Irvine as a premier destination for leisure and business. Partnering closely with the Destination Irvine team and HID stakeholders, Noble looks forward to bringing our Think, Make, Market, Measure approach to first establish an authentic and unique performance brand for the destination, then bringing that brand to life through compelling creative, amplified strategically in paid, earned and owned channels.

Through multiple phases, always rooted in strategy, our team will determine the most impactful messages and tactics to connect with the right audience, at the right time and with the right message. We truly look forward to building meaningful connections with the Destination Irvine team, and reflecting all of the unique and diverse experiences available to bring more awareness and ultimately visitation to the city.

## Scope/Nature of Services

The Client (City of Irvine) is retaining Contractor (Noble Studios) for the following package of marketing and media services: Destination Discovery, Brand Strategy, Integrated Digital Marketing Strategy and Execution (Creative Campaign Development, Media Buying and Management, SEO & Email), Ad Hoc Creative Services, and Account Strategy & Project Management.

### Phase 1 | Discovery, Planning & Maintenance

In the planned work together, the Noble Studios team will conduct a Destination Discovery and Planning phase to dig into the Destination Brand, active media campaigns, audiences and areas of key opportunity in order to inform a comprehensive destination marketing strategy. At the same time, our team will continue to manage ongoing paid media activities, as well as make necessary updates to improve the experience and measurement capabilities of the current [www.destinationirvine.com](http://www.destinationirvine.com). Activities during the Discovery and Planning phase are expected to include:

- Team Kickoff meeting and onboarding
  - Establishment of timeline, project plan, and communication plans
  - Kickoff meeting to be conducted virtually

## Qualitative Brand Research

In addition to the quantitative research conducted on behalf of Destination Irvine as part of Noble Studio's RFP response, Noble and research partner Wiser Insights will deploy a two-part qualitative research study to gain a detailed, visitor-first perspective.

The primary goal is to develop an understanding of the drivers of leisure travel to Irvine, CA in the context of discretionary travel (seeking to visit and stay in Irvine) versus non-discretionary travel (needed to be in the general area and Irvine was a safe/convenient/affordable, etc. place to stay). Additionally, we seek to understand a visitor-first perspective—reasons for Irvine as a day-trip destination versus as an overnight/multi-day destination. Is Irvine better as a home-base/hub (for doing things outside of Irvine) or as the end leisure destination? We also will work to uncover the attractions and experiences that—in the perspective of actual Irvine visitors—make Irvine a uniquely desirable place for leisure travel. Finally, we seek to understand if the destination's proximity to SNA airport, and/or distance from LA (and LAX), is seen as a benefit and, if so, in what way?

These objectives will be achieved through 2 complementary qualitative research methods:

- **In-Market Ethnographic Intercepts (ECIs)** - A trained ethnographic researcher will spend 2.5 days in Irvine, CA and will cover the major dayparts (e.g. 10am-2pm, 3pm-5pm, 7pm-10pm) and will span a weekday and weekend. Interactions will take place in locations with a high density of leisure travelers (hotel lobbies and adjacent spaces such as restaurants and bars, in tourist attractions, shops, etc.) and will involve visiting tourists as well as local service workers. There will be conversations/contact with a minimum of 75 individuals during the course of this phase of the research study.
- **Digital Listening** - Real-time monitoring of online search and social media channels to track and understand digital sentiment toward Irvine, CA as well as other "adjacent" topics (e.g. neighboring towns, Spectrum Center, etc.) Tracking is based on a Boolean search using specific keywords and keyboard strings.

Deliverables:

- Timeline – An outline of the entire process, for scheduling purposes
- Draft of In-Market Discussion Topics – For review/revision
- Presentation of overall conclusions, key insights, visitor profiles and more



## Brand Discovery & Strategy

To gain a deeper understanding of the Destination Irvine brand, internal perceptions and goals for the future, Noble Studios will implement our Think, Make, Market, Measure process to bring forth an integrated strategy and plan for Destination Irvine. The Brand Discovery period will focus on “Think” and will use our You-X lens to pull from Internal, Visitor, Competitive, and X-Factor insights.

### Internal

The Noble team will first focus on the Destination Irvine team and stakeholder input to inform the Internal lens of strategic review. Specific Noble activities will include:

- Experience Immersion
  - Two (2) representatives from Noble Studios will spend time in Irvine.
- Discovery with Destination Irvine team
  - Interviews and workshop with Destination Irvine/partners/stakeholders on the goals of the organization.
  - Questionnaires to staff, board and extended stakeholders.
  - Noble Studios to coordinate in-person interviews and workshop to align with immersion if possible.
- Audit of existing and/or new brand/strategy documents, marketing materials and any available research.

### Visitor

Next, the Noble Studios team will leverage existing audience data and available new research to further understand the Destination Irvine’s target visitor and meeting planner profiles. Expected activities include:

- Reviewing previous audience research
- Leveraging audience research tool(s) and ethnographic research

### Competitive

Understanding who the destination’s competitors are and what their share of visitor and meeting planner impressions looks like helps spot opportunities for differentiation to make Irvine truly stand out in the landscape. The Noble team will conduct a creative and performance marketing competitive audit for 4-6 competitors.

### X-Factor



Rounding out inputs to the Discovery framework, the Noble team will incorporate cultural, market and industry trends, 3rd party research and insights as well as leveraging the expertise and experience of our teams.

## Digital Discovery

In order to identify the optimal channel mix strategy to support brand campaign initiatives, Noble Studios will audit and analyze previous campaign performance while leveraging our historical knowledge alongside Destination Irvine's objectives, industry trends and insights. With an expanded focus on destination marketing, Noble Studios will develop an integrated marketing plan that includes a mix of traditional and digital channels as determined by the channel strategy and audience insights. The specific channels and placements Noble Studios recommends will be based on a combination of behavioral/contextual data, primary and third-party research, as well as our industry experience. Activities during the Integrated Discovery may primarily focus on:

- Collaborating with the Destination Irvine team to establish Key Performance Indicators (KPIs) for campaign efforts
- Conducting a performance analysis of previous campaign efforts
  - Audit and analysis of previous marketing channels and tactics
- Target audience/geo/competitor/channel analysis and research
- Defining target audiences and their unique needs
- Conducting keyword discovery and content audit
- Conducting an email audit
- Conducting a Public Relations goals exercise to identify target media list
- Performing a CMS review of the current Destination Irvine website to familiarize the team with the build structure and any website limitations
- Performing a thorough technical audit and establishing recommendations for addressing issues impacting organic performance focused on
  - Meta data structure
  - HTML Review
  - Identifying crawl errors
  - Schema/ Rich Snippet recommendations
  - Link audit for internal and external links

## Email Platform Configuration

During the Discovery and Planning phase, Noble Studios will support Destination Irvine in setting up the Mailchimp for ongoing email marketing services.

- Account creation and setup
- Develop email one (1) template for email newsletters
- Develop up to three (3) audience lists and segments for email partners and newsletter subscribers
- Create a comprehensive strategy to capture and increase emails in Destination Irvine's database
- Develop a welcome series drip campaign for newsletter subscribers while database volume increases to a volume ready for ongoing monthly newsletters
  - Drip campaign will consist of up to three (3) emails
  - Noble will prompt and build emails and workflow in drip campaign
  - Destination Irvine will provide written and visual content to support the email

## Paid Media Management

During the Discovery and Planning phase, Noble Studios will assume management of active Destination Irvine Digital Advertisements. This Media Management will include:

- Ongoing management of Digital Advertising for up to four (4) months
  - Planned channels include SEM, Meta and Display
  - Existing ads and ad copy provided by the Destination Irvine team will be leveraged during this time.
  - Optimizations will be performed in an effort to keep spend efficient during Discovery and Planning phase
- Monthly performance snapshots will be reviewed with the Destination Irvine team ahead of the transition to the new media plan.

### Outputs:

- **Kickoff Presentation + Discovery Timeline**
- **Brand Health Evaluation Report**
- **Brand Discovery Insights & Findings Presentation**
- **Integrated Discovery Presentation**

## Phase 2 | Brand Refinement + Digital Activation

With the Discovery and Planning phase complete, the Noble Studios team will transition their support to brand refinement and digital activation activities.



## Brand Platform & Messaging Strategy

Noble Studios will identify and develop the Brand Purpose, Principles, Personality, Promise and Position for Destination Irvine while ensuring that each element of the Brand Platform is crafted powerfully to build a foundation for a strong and scalable internal culture, to deliver a resonant promise and to establish a messaging strategy that connects with travelers and creates a distinct position in their mind where Destination Irvine stands out from the competition.

- Brand Platform Development
  - **Purpose:** Inspirational “why” motive for doing what the organization does aside from making money.
  - **Principles:** The core principles of the organization and brand that will steer it toward success.
  - **Personality:** Traits that make up the personality of the organization as if it were a person.
  - **Promise:** What the brand offers to visitors that makes their lives better.
  - **Position:** Using the entirety of our platform, we’ll determine where the brand lives in people’s minds and hearts.
- Brand Messaging Strategy
  - Noble will work to define the messaging strategy, voice and tone for Destination Irvine to ensure that there is a consistent strategy for bringing the brand to life.
    - Brand Line (tagline)
    - Brand Mantra Script
    - Brand Boilerplate Script
- Development of a Creative Brief that will guide the remainder of our brand work together

## Integrated Marketing Plan

Based on the campaign performance and insights brought out through the Discovery Phase, the Noble Studios team will deliver a comprehensive marketing plan inclusive of:

- Paid media budget recommendations by audience and channel:
  - Detailed quarterly media plan for Fiscal Year 2024-25. Channels may include but are not limited to:
    - Display/Travel Specific Display
    - Paid Social
    - SEM
    - Video
    - Digital OOH

- Advanced TV
- Print
- Native/Editorial
- Media recommendations will include recommended creative to be produced to support the Paid Media plan.
- Email strategy and content roadmap
- SEO roadmap and plan to include timelines for technical, on-page work and net new content creation based on an effort/impact analysis

In tandem with this plan, the Noble Studios team will also develop a 30/60/90 day annual marketing calendar for teams to use in ongoing strategy and planning activities.

## Brand Visual Identity & Brand Book

With the approved brand platform and messaging strategy in place, Noble Studios will move into the Visual Identity phase of our brand work as we look to solidify the brand strategy in the form of a brand book that will serve as a valuable tool and resource for your teams over the coming years.

- Visual Identity Refresh, if deemed necessary
  - Up to 2 enhanced logo designs to be presented
    - Up to 3 rounds of revisions on the chosen logo direction.
    - The visual identity refresh is not intended to be a full departure from the existing logo. If a full departure from the existing logo is deemed necessary, a Change Order will be needed.
- Visual Identity
  - Fonts, colors, brand patterns, example marketing/collateral materials, etc.
- Brand Book & Guidelines
  - Brand Book & Guidelines may include:
    - Brand Platform
    - Brand Boilerplate Scripts
    - Brand Mantra
    - Brand Tagline
    - Messaging Guidelines
    - Visual Identity Guidelines
  - Includes up to 2 rounds of revisions.



## Creative Concepting & Development

Once approved, Noble Studios will leverage the new brand platform and visual identity to inform the development of brand campaign assets to fulfill on paid media campaign efforts. Activities during this phase may include the following based on anticipated impact:

- Campaign Concepting
  - Based on the approved brand strategy and visual identity, Noble Studios will concept and present 2 creative campaign directions.
- Ad Messaging & Creative
  - Based on the selected creative concept, Noble Studios will develop creative assets to fulfill on media placements as identified in the approved paid media plan.
    - Includes up to 2 rounds of revisions
  - Development of additional creative executions to fulfill new media placements or tests will leverage Ad-Hoc creative support hours as outlined in this Scope of Work.

## Web Experience Update

Based on a strategy recommendation to reduce friction in the user experience on the Wordpress instance of destinationirvine.com, the Noble Studios team will design and develop an updated Stakeholder Listing and Details experience. Activities are expected to include:

- Design of one (1) stakeholder details page template to be developed on the site.
  - Design will be based on current website design styles.
  - One (1) round of revisions is included in this design.
- Design of one (1) stakeholder listing block/template to be developed on the site.
  - Design will be based on current website design styles.
  - One (1) round of revisions is included in this design.
- Development and Implementation of the new Stakeholder listing and details templates on the website.
  - The Destination Irvine team will be responsible for inputting required Stakeholder details into the new post type. It is expected for these details to include: Stakeholder Address, Website, Booking Engine URL, Description, and Imagery
  - One (1) round of client QA is included in this effort.
  - The use of filters or special offers modules is not included in the build of this experience.

### Outputs:

- **Brand Platform**

- **Integrated Marketing Plan**
- **30/60/90 Annual Marketing Calendar**
- **Brand Visual Identity Refinement**
- **Brand Book**
- **Brand Creative Concepts**
- **Campaign Creative**
- **Stakeholder Details Page Design and Build**
- **Stakeholder Listing Block Design and Build**

## Phase 3 | Ongoing Destination Marketing Services

The Noble team will transition to a role of ongoing destination strategy and management as the activation phase is completed. The following monthly activities are expected to be performed by the Noble team.

### Destination Marketing Strategy and Client Experience

Noble Studios will guide the development and execution of the overarching marketing strategy and oversee the plans to support the marketing initiatives as outlined in this statement of work. Activities under Destination Marketing Strategy and Client Experience may include the following:

- Supporting Destination Irvine's organizational goals and strategic initiatives throughout the year.
- Ongoing development and maintenance of a 30/60/90 day marketing plan throughout the year and facilitation of quarterly review meetings with Destination Irvine team.
- Application of research analysis and data to enhance and optimize the marketing initiatives where applicable.
- Manage project timelines and development to ensure tasks get done in a timely manner and that marketing projects stay within timing and budgetary constraints.

### Ongoing Paid Media Campaign Management

Based on the approved Paid Media Plan identified during the Discovery & Planning phase, Noble Studios will manage the paid media buys and in-platform setup for campaign tactics with a focus on architecting high-performing paid media campaigns. Each quarter, we will develop a campaign strategy, and then develop an audience and channel mix to best achieve our KPIs. From there, each month we will work to ensure that we are measuring the effectiveness across all channels, making the necessary adjustments to the campaign to maximize the strategy set forth. This will allow us to drive the greatest impact from your media investment. Paid media strategy, management and ongoing optimizations may include the following, based on anticipated impact:

- Campaign set-up based on the campaign strategies identified during the discovery phase.
- Ongoing reporting, management and optimization of campaigns.
  - Channels may include, but are not limited to: Display, SEM, Paid Social, Video, Digital OOH, Advanced TV, Native/Editorial, or Print.
- Recommendations for messaging and landing page updates.
  - Noble Studios may support with the implementation of recommendations with Ad-Hoc Creative Support hours.
- Media budget updates and recommendations by audience and channel.
- Negotiations with trusted media vendors.
- Trafficking of campaign assets to fulfill media buys.
- Providing tracking recommendations, such as Google Tag Manager configuration recommendations or updates to goals and conversions tracking
- Noble Studios will create one (1) data studio dashboard for Destination Irvine and Noble to use that will highlight metrics aligned to KPIs developed in collaboration.
  - Development of dashboard output and KPI criteria will be determined in collaboration with the Destination Irvine team and Noble.

#### Channel Specifics

- **Search Engine Marketing**
  - Campaign and ad group restructuring when opportunities present.
  - Ongoing auditing of ads and new ad copy creation based on optimization recommendations.
  - Ongoing keyword discovery
    - Monitoring gaps and opportunities between SEO and SEM.
  - Targeting relevant searches using broad, phrase and exact match targeting
  - Monitoring SEM performance by device.
- **Social Advertising**
  - Social advertising channels may include: Facebook, Instagram, Pinterest and/or TikTok.
    - In-depth analysis of social advertising performance for ongoing optimization recommendations.
  - Audience targeting may include: Demographics (age, gender, location, life events), Interest based, Custom Audiences, Look-alike, Remarketing / website visitors, CRM lists.
  - Ad formats may include: Carousel, Single Image, Video, Stories
- **Display and Video Advertising**
  - Ongoing management and trafficking of display and video placement through DV360,

The Trade Desk, GDN, YouTube, CTV, DOOH, comparable platforms or publisher direct selected by Noble Studios.

- In-depth analysis of display and video advertising performance for ongoing optimization.
- Audience targeting for display and video advertising may include: Demographics (age, gender, location), First Party, Interest, Topical and keyword based contextual targeting, Custom Audiences, Look-alike, Remarketing / website visitors, CRM lists.
- **Sponsored and Native Content**
  - Negotiation and ongoing management of sponsored content and native placement insertion orders with trusted publishers selected by Noble Studios.
  - In-depth analysis of sponsored content and native placements for future optimization and recommendations.
  - Audience targeting for sponsored/native content placement may include: Demographics (age, gender, location), Interest, Custom Audiences, Remarketing / website visitors.

## Ongoing Search Engine Optimization Support

Noble will partner with Destination Irvine to execute an ongoing SEO strategy by providing guidance for a content plan to support Destination Irvine's content needs based on search, seasonal demand and the ever changing SERP landscape. To improve the visibility of destinationirvine.com, Noble will provide ongoing SEO recommendations with a focus on helping to grow organic traffic to the site. Ongoing SEO activities are expected to include:

- **Quarterly SEO Strategy**
  - Each quarter, Noble will develop an SEO content plan within the 30/60/90 Day Marketing Plan in collaboration with Destination Irvine Staff.
    - Noble will determine a combination of optimizations, prompts for net new content, foundational SEO updates and/or technical recommendations to achieve goals and KPIs developed together as partners.
      - The mix of strategies and tactics will vary based on impact and effort analysis and prioritization of initiatives.
  - Noble will proactively monitor and communicate industry trends, algorithm updates, best practices, and successful agency approaches to create strategic alignment.
- Activities and deliverables under ongoing SEO Services may include the following, based on anticipated impact:



- Proactive monitoring and optimization of top 100 keywords leveraging the BrightEdge SEO platform.
- Monitoring SEO results and audience profile for top three (3) competitors, including:
  - Share of voice
  - Keyword rankings
  - Content strategy
- Content strategy and recommendations:
  - Optimizing or prompting up to 25 onsite pages throughout the Term.
  - Page title and meta description updates, as needed.
  - On-page and off-page organic ranking factor.
- Monitoring of technical SEO performance and recommendations:
  - Ongoing monitoring and prioritization of crawl errors.
  - Ongoing 301 redirect recommendations.

## Ongoing Email Support

The Noble Studios team will provide support for Destination Irvine's ongoing email strategy, based on the findings of the Discovery.

- Noble will prompt and build one (1) personally-relevant email per quarter—based on the needs of Destination Irvine as determined in the 30/60/90 day plan.
  - One (1) round of revisions is included.
- The Destination Irvine team will provide content (written and visual) for the emails.

## Media Relations, Proactive Pitching & Management

As part of this partnership, Uniquely Driven will be subcontracted under Noble throughout this engagement for ongoing media relations, proactive pitching and management. The aim of this scope of work is to strategically promote Irvine as a premier travel destination for leisure and meetings/conventions. Through targeted media pitching and other public relations activities, our aim is to increase awareness, engagement, and visitation. Deliverables will include:

- Involvement in Integrated Discovery with the Noble Studios team, resulting in Public Relations strategy for the year.
  - Messaging matrix for identified target audiences
  - Strategic partnership mapping
  - Key influencer strategy
  - FAM themes and suggested activations
  - Measurement parameters for monthly key performance indicators

- Includes building media lists to target top local, regional, national and industry specific media of interest
- Media lists
  - Includes building, updating and reviewing media lists on a quarterly basis in collaboration with Irvine team
  - Media will include local, regional, national vertical and non-vertical outlets across print, broadcast, digital media podcasts and blogs
  - Emphasis on multi-ethnic media outlets including Spanish-language
  - Industry specific media of interest will also be developed
- Media pitches
  - Pitch topics monthly
  - Serve as the point of contact to vet and schedule all interviews with media
  - Support interview preparation by providing media briefs and any necessary talking points
  - Hours dedicated weekly to media pitching to secure a minimum of two (2) to three (3) media placements quarterly
- Influencer and community partnerships
  - Identify potential influencer, association and/or nonprofit partners that align with Irvine's strategic plan
    - Leverage partnerships to increase awareness of Irvine and its offerings
    - Develop partnership opportunities that attract diverse audiences interested in varied experiences and offerings.
- Media briefs and insights
- Solo and FAM trips
  - As opportunities arise we will plan solo/FAM trips or influencer collaborations
    - At least once per quarter
- Media monitoring and reporting results
  - Will provide an activity report each month that details the progress made towards goals
  - Will measure the impact of influencer and community partnerships by tracking key performance indicators such as engagement metrics, website traffic, bookings, and feedback from diverse audiences
    - A clipping report will be included to provide an overview of all media results
      - Monthly activity reports to be completed by close of business on the Wednesday before the first board meeting of the month
- 4 Quarterly newsletters
  - Noble studios will consult on leveraging content for hotel stakeholders
- Regular Visit California Engagement
- Account management and meetings
  - Bi-weekly status calls to discuss activities, media interviews in the pipeline, updates to messaging strategy, and or changes in pitching activities
  - Monthly status document detailing all public relations efforts, media placements (including impressions and PR value) and potential story opportunities

- Uniquely Driven will meet with Noble Studios on a monthly basis to align on account strategy and to discuss upcoming activities
- Uniquely Driven will attend board meetings as needed to present relevant PR updates such as: status updates, strategic recommendations, quarterly reports, and mid-weekend wrap up
- Uniquely Driven will attend quarterly 30/60/90 strategy sessions

## Ad-Hoc Creative Support

The Noble Studios Creative Services team will perform up to a total of 150 hours of Ad Hoc Creative Services, which encompasses a broad array of potential creative requests depending on the individual needs of Destination Irvine that may arise during the Term.

If an Ongoing Creative Support request is expected to exceed the effort planned Ad Hoc Creative Service hours will be leveraged or a Change Order will be issued.

- Noble Studios will notify Destination Irvine if a request is forecasted to exceed the expected effort. If additional hours of Services are deemed necessary, a Change Order will be issued.

## Measuring Success

- The two teams will meet on a bi-weekly basis to review work in progress/completed and learn of any new priorities or initiatives the team needs support on. One meeting will be 30 minutes focused around collaborating on work to be completed. The second meeting will be one (1) hour and focused on performance.
- Noble Studios will deliver a monthly report ahead of the monthly reporting meeting that will highlight metrics aligned to KPIs developed in collaboration. During this reporting call, we will jointly review strategic key insights and identify opportunities for the upcoming month.
- Quarterly, the Noble Studios team will develop a strategic roadmap based on learnings, reporting and new industry updates.
- The Noble Studios team will travel for up to two annual onsites with Destination Irvine.

## Assumptions

- Destination Irvine's website will be on Wordpress and have Yoast SEO and redirect plugins installed.
- Destination Irvine will provide Noble full CMS access for maintenance and on-page optimization.

- Both Noble and Destination Irvine will develop KPIs together for the term of the engagement.
- Destination Irvine will provide hotel rooms for the Noble Studios team during in-market visits.
- Opportunities for services beyond what's outlined in this SOW would be addressed in a separate SOW.
- Noble will notify Destination Irvine when the total number of hours of Services within this SOW is forecasted to exceed the hours' limits identified below. If additional hours of Services are needed beyond what is accounted for within this scope, an amendment to this SOW for additional costs will be required
  - Creative Services: 150 hours
- Noble Studios team members are expected to work and accomplish the set of tasks within this scope during standard business hours (8:30am until 5:30pm PST, Monday through Friday). If an expectation is made to provide support (site launch, maintenance, updates, etc.) during non-business hours, this will be provided in a separate work order at an additional cost.

## Compensation and Payment Procedures

### 1. Retainer Fee

For the services set forth herein, the Contractor will receive a fee of \$579,440 (Fee) payable in the following installments:

- \$126,440 to be billed on July 1, 2024
- \$126,500 to be billed on or before August 15, 2024
- \$126,500 to be billed on or before October 1, 2024
- The remaining fee of \$200,000 will be invoiced in eight (8) equal monthly installments of \$25,000, starting on November 1, 2024

### 2. Hard Costs

Hard costs incurred by Contractor are not included in the Fee. The Parties shall follow the procedures for such costs established in the MSA unless otherwise agreed in writing. Anticipated hard costs for this SOW will be invoiced as separate line items from services on each invoice for the duration of the term:

- BrightEdge (\$350/monthly)

- Mailchimp (\$55/monthly)
- Audience Research Tool (\$1,500/annually)
- Base Technologies (\$350/monthly)  
Multiple tools that Noble licenses per client to allow us to deliver the maximum impact based on your investment
- FAM/Solo trips: Not to exceed \$20,000
- Travel: Not to exceed \$5,000 without further client approval

3. Paid Media Budget

During the SOW period (June 17, 2024 - June 16, 2025), Noble Studios will manage a total media spend of up to \$385,000 on behalf of the Client. Should the Client want to increase their media budget at any point during the Term of this Agreement, a Work Order for additional costs may be required.

For media hard costs, the Client will be invoiced 1 times through-out the term. The first invoice will be billed for \$385,000 upon signature. If media funds are not available, the campaigns will be paused unless otherwise noted. Delays in payment may cause an interruption in service.

4. Total Budget

The total budget for the scope and hard costs above shall not exceed:

Services	\$579,440
Hard Costs	\$35,560
Paid Media Pass Through	\$385,000
Total Not to Exceed	\$1,000,000

Term

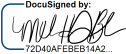
The term of this SOW is 1 Year (Term), commencing on June 17, 2024, and terminating on June 16, 2025. The parties may agree in writing to renew this SOW. Either Party may terminate this SOW during the Term by providing 90 days prior written notice prior to the effective date of termination. Payment obligations continue until the date of termination. This SOW and the MSA will be read and

construed together as one document. In the event the Term provision of this SOW conflicts with the Termination provisions of the Agreement, the Term provision of this SOW will govern.


# Acknowledgement and Acceptance

By signing below, Noble Studios and the Client acknowledge, understand and accept the terms of this SOW and the incorporation into the Master Service Agreement effective June 17, 2024.

**City of Irvine**

<div><div>DocuSigned by:</div><div></div><div>72D40AFEBE8B74A2...</div></div>	6/24/2024
Signature	Date
_____	_____
Melissa Haley	
Printed Name	Title
_____	_____

**Noble Studios**

<div><div>DocuSigned by:</div><div></div><div>AB4F27FE53F04DB...</div></div>	6/24/2024
Signature	Date
_____	_____
Season Lopiccolo	
Printed Name	Title
_____	_____

## ATTACHMENT I

1. **Business License:** Contractors who provide services for the City of Irvine within the city limits of Irvine shall obtain a City of Irvine business license prior to commencing work, and shall maintain a current business license throughout the term of this Agreement.

2. **Insurance Requirements:**

The policies and minimum amounts of insurance required hereunder shall be as follows:

- A. **Comprehensive General Liability Insurance** which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate for liability arising out of Consultant's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

- (1) Name the City of Irvine and its employees, representatives, officers and agents (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Consultant's performance of this Agreement.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

***A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.***

- B. Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto." Such insurance shall be endorsed to:

- (1) Name the City of Irvine and its employees, representatives, officers and agents as additional insured for claims arising out of Consultant's performance of this Agreement.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

***A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.***

- C. **Workers' Compensation Insurance** in accordance with the Labor Code of California and covering all employees of the Consultant providing any service in the performance of this Agreement. Such insurance shall be endorsed to:

(1) Waive the insurer's right of Subrogation against the City and City Personnel.

***A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.***

In the performance of the work under this Agreement, if Consultant does not employ any person in any manner so as to become subject to the workers' compensation laws of California, Consultant agrees to indemnify, defend, and hold harmless the City of Irvine and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of Consultants failure to provide such worker's compensation insurance. Consultant agrees that, if firm should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, firm shall forthwith comply with those provisions, immediately furnish insurance certificates evidencing such coverage as set forth herein, and notify the City of the change in status.

- D. **Professional Liability Insurance** with minimum limits of \$1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.

If the consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the consultant.

- E. **Evidence of Insurance:** Consultant shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior



notice shall be provided. The City project title or description MUST be included in the "Description of Operations" box on the certificate.

The City's insurance certificate tracking services provider, Exigis, LLC, will send Consultant an email message providing instructions for submitting insurance certificates and endorsements.

**Certificate Holder:** City of Irvine, California

c/o: Exigis LLC

PO Box 4668 ECM #35050

New York, NY 10168-4668

- F. **Endorsements:** A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Consultant
4. Contain any other exclusion contrary to the Agreement

- G. **Any Deductible in Excess of \$100,000 and/or Self-Insured Retentions** must be approved in writing by the City.

- H. **Acceptability of Insurers.** Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

- I. **Insurance of Subconsultants.** Consultant shall be responsible for causing Subconsultants to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subconsultant's policies.