

City of Seattle

Police Department

CONSULTANT ROSTER AGREEMENT

Title: Police Recruitment Marketing Campaign

AGREEMENT NUMBER: SPO_23-01874

This Agreement is made and entered into by and between the City of Seattle (“the City”), a Washington municipal corporation, through its Police Department, as represented by the Chief of Police; and COPACINO & FUJIKADO LLC, 1425 4TH AVE STE 700, SEATTLE, WA 98101-2265 (“Consultant”), a limited liability company of the State of WA and authorized to do business in the State of Washington.

Recitals:

The purpose of this contract is to lead the SPD Recruitment Marketing efforts, and

The Consultant was selected through Interlocal Cooperation Act Piggyback Request for Proposal (RP0161-18) Issued by Sound Transit in November, 2018, under interlocal agreement.

In consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins August 1, 2023, and ends on December 31, 2024, unless amended by written agreement or terminated earlier under the termination provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the “Scope of Work” (“Work”) upon receipt of written notice to proceed from the City. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Consultant’s control.

3. SCOPE OF WORK.

The major phases of CF agency work and involvement that would fall under this Agreement based on discussions and alignment between the City of Seattle, SPD and the Consultant. The three major phases are:

1. *“Bridge” Media Plan Development & Execution:* Media strategy, consultation, planning, buying, management and reporting, to evolve current SPD recruitment marketing media plans in August and September. This media plan will use existing creative assets provided by SPD (no net-new creative).
2. *“Track 1” campaign development and management:* Strategy, campaign/creative development, media planning/buying/stewardship/management/reporting, campaign and project management to leverage existing photo and video assets to focus on new recruits and lateral transfers into an evolved media approach to run between September – December of 2023 (and possibly longer if agreed upon by both parties).
3. *“Track 2” campaign development and management:* Strategy, campaign/creative development, media planning/buying/stewardship/management/reporting, campaign and project management to develop SPD recruitment brand and execute an integrated media campaign to launch in January of 2024 (though possibly later, if agreed upon by both parties) and run through the end of the year under this Agreement.

The full Scope of Work, estimated budget for this Agreement, and the time schedule for completion of such Work are described in Exhibit A, which is attached to and made a part of this Agreement.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress. Work is deemed accepted/approved by the City if it meets the requirements set forth in Exhibit A ("Accepted").

4. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

5. INTERLOCAL COOPERATION ACT.

RCW 39.34 allows cooperative agreements between public agencies and other political subdivisions, to share the work or results of work that each agency also has authority to independently perform. SMC 20.60.100 allows certain non-profits to also use these agreements. If a public agency files or has filed an Intergovernmental Cooperative Purchasing Agreement with the City Purchasing and Contracting Services Division, those agencies may utilize City contracts in lieu of their own selection process, as long as the contract meets the requirements requires of their local and state law. The Consultant may accept or decline such Work. If the Consultant chooses to accept work from another public agency using the City of Seattle Agreement as the authority, the Consultant shall offer the same prices, terms and conditions. The City of Seattle accepts no responsibility for the choice of an agency to utilize the City contract, or for payment or performance.

6. PAYMENT.

The Consultant will be reimbursed at a rate of \$40,647.00/month up to \$691,000. The remaining balance of \$1,909,000.00 shall be for production costs and paid to the Consultant to secure pre-approved media campaign elements. Total compensation under this Agreement shall not exceed \$2,600,000.00 unless modified by a written amendment to this Agreement. The parties agree that the hourly rate includes all direct, indirect, and fixed fees for the project.

6.1 PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work for their monthly fee and as needed for production costs, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of a properly prepared invoice containing the information listed below.

Deliver all invoices and invoice/billing notices under this Agreement to:

If to the City:	If to the Consultant:
Seattle Police Department Attn: Fiscal Office PO Box 34986 Seattle, WA 98124-4986 To: spdap@seattle.gov cc: michaelr.fields@seattle.gov cc: sarah.smith@seattle.gov	COPACINO & FUJIKADO LLC ATTN: LISA GRIFFITH 1425 4TH AVE STE 700 SEATTLE, WA 98101-2265 lgriffith@copacino.com 425-518-1826

See attached checklist for further instructions.

Invoices must clearly display the following (sub-consultants' invoices must also include this information):

- Invoice Date and Invoice Number
- City Project Manager Name: Mike Fields
- Department Contract No. **SPO_23-01874**
- Contract Title: **Police Recruitment Marketing Campaign**
- Period covered by the invoice
- Itemization of direct, non-salary costs (per task, if so allocated)
- The following Sub-Consultant payment information will be provided (attach Sub- Consultant invoices as backup):
 - Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).
 - Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant).
- Cumulative costs per task and for the total project

6.2 REIMBURSABLES

If the Agreement specified reimbursables to be compensated by the City, the following limitations apply. If no travel or direct charges are identified and allowed in the Agreement, the City shall provide no reimbursement.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for approved direct expenses shall include an itemized listing of charges supported by copies of original bills, invoices, expense accounts, subconsultant invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Seattle Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Pre-approved Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate (*excluding the "Incidental" portion of the published CONUS Federal M&I Rate*) for the city in which the work is performed. *Receipts may be required as documentation.* The invoice shall state, "The meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published Runzheimer Cost Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the [Federal Internal Revenue Service Standard Business Mileage Rate](#) in effect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

- K. For in-house expenses, the Consultant will provide backup documentation. Examples of these types of costs include copies and fees for rentals of specialized equipment such as surveying equipment, noise monitoring equipment and diving equipment. Any rental fees for equipment owned by the Consultant must have a standard backup rental rate sheet that applies to the Consultant's use of the equipment for clients.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred. Copies of all Subconsultant invoices that are rebilled to the City are required.

6.3 PROMPT PAY.

Definitions

- A. An invoice is considered received when it is date-stamped as received by the office of the recipient who is designated within this contract. If the invoice is not date-stamped or otherwise marked as received by a department, the date of the invoice will be considered the date the invoice is received.
- B. A payment is considered made on the day it is mailed or is available.
- C. Disputed items include, but are not restricted to, improperly prepared invoices, lack of appropriate supporting documentation, unapproved staff or staff rates on the invoice, and Work which is not Accepted by the City.

Prompt Payment to Consultant

- A. **Timely Payment:** Except as provided otherwise herein, payment for an invoice will be issued and mailed to the Consultant within thirty (30) calendar days of receipt of the invoice.
- B. **Disputed Items:** The City may withhold payment for disputed items. The City will promptly notify the Consultant in writing, outlining the disputed items, the amount withheld and actions the Consultant must take to resolve the disputed items. The City default is to delay payment until a revised invoice is submitted and approved. However, the Consultant may request partial payment for the approved amounts, if the unapproved amount represents a small share of the total invoice. The City shall pay the revised invoice within thirty (30) calendar days of receipt.
- C. **Legal Fees:** In any action brought to collect interest due under this Section, the prevailing party is entitled to an award of reasonable attorney fees.

Prompt Payment to Subconsultants

- A. **Cut-Off Date:** Except as provided otherwise herein, payment for an invoice will be made to a subconsultant within thirty (30) calendar days of receipt by the Consultant. The Consultant may establish a monthly cut-off date of (*to be established by Prime*) that subconsultants must submit an invoice in order to assure 30-day payment.
- B. **Disputed Items:** The Consultant may withhold payment for disputed items. The Consultant will promptly notify the subconsultant in writing, outlining disputed items, the amount withheld and actions the subconsultant must take to resolve the disputed item(s). Such withheld amounts are limited only to items in dispute. The subconsultant can request partial payment for the approved amounts, or that the Consultant delay their entire payment until a revised invoice is submitted to and accepted by the Consultant. The Consultant shall pay the revised invoice within thirty (30) calendar days of receipt.
- C. **Flow-Down Clauses:** The Consultant shall require this provision in each subcontract of any tier.

6.4 SUBCONSULTANT PAYMENTS REPORTING REQUIREMENTS.

This provision applies if a WMBE Inclusion Plan is required per section 10. SOCIAL EQUITY REQUIREMENTS subpart B or if a Plan is attached and made part of this Agreement. If no WMBE Inclusion Plan is required, Consultant shall not be required to report subconsultant payments.

Consultant agrees that if a WMBE Inclusion Plan is required this provision shall apply: The Consultant shall report payments made to each Subconsultant through B2GNow at: <https://seattleconsulting.diversitycompliance.com/>

- 1) The Consultant shall report the first Subconsultant payment report no later than the 15th of the first month following issuance of the first payment made by the City to the Consultant, unless otherwise specified by the department.
- 2) Subsequent monthly Subconsultant payment reports shall be submitted by the 15th day of every month thereafter.

- 3) The last Subconsultant payment report shall be marked as "Final" in B2GNow and shall be submitted no later than 30 Days after the expiration of the Agreement.
- 4) The Consultant shall require each Subconsultant to verify each payment through B2GNow.
- 5) The Consultant is responsible for ensuring that all Subconsultants working on the contract (WMBE and Non-WMBE) entered in the B2GNow System for payment reporting purposes.
- 6) The Consultant shall require each Subconsultant to register on the City's Online Business Directory prior to completing the first online report. <https://web6.seattle.gov/FAS/OBD/Logon/Logon.aspx>.
- 7) The Consultant shall also require its Subconsultants to report payments made to any lower tier Subconsultants, if any, in the same manner as specified herein.
- 8) The City reserves the right to withhold payments from the Consultant for non-compliance with this section.

The Consultant may contact Mike Fields, Sarah Smith, or the Purchasing and Contracting division (PC), City of Seattle, Department of Finance and Administrative Services at (206) 684-0444 for technical assistance in submitting the required reports.

7. TAXES, FEES AND LICENSES.

- A. The Consultant shall pay and maintain in current status, all licenses, fees, assessments, permit charges, etc. necessary for Consultant's performance under this Agreement. It is the Consultant's sole responsibility to monitor and determine any changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, the Consultant shall pay and maintain in current status all taxes necessary for performance. The Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate. Consultant shall not be liable for payment of any sales or use taxes that by law must be added to Consultant's fees, which taxes will be separately itemized on all invoices and paid by the City.
- C. As authorized by SMC, the Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

8. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices and deliverable materials under this Agreement to:

If to the City:	If to the Consultant:
Seattle Police Department Attn: Mike Fields PO Box 34986 Seattle, WA 98124-4986 To: michaelr.fields@seattle.gov 206-684-5464 cc: sarah.smith@seattle.gov 206-255-8292	COPACINO & FUJIKADO LLC ATTN: JOHN LINE 1425 4TH AVE STE 700 SEATTLE, WA 98101-2265 To: jline@copacino.com 646-897-1790 Cc: ccopacino@copacino.com 206-794-5570

9. EQUAL BENEFITS.

This provision applies to all contracts valued at \$58,000 or above, including amendments. The Consultant shall comply with SMC Ch. 20.45 and Equal Benefit Program Rules, which require the Consultant to provide the same or equivalent benefits ("equal benefits") to domestic partners of employees as the Consultant provides to spouses of employees. At the City's request, the Consultant shall provide information and verification of the Consultant's compliance. Any violation of this Section is material breach, for which the City may exercise enforcement actions or remedies defined in SMC Chapter 20.45.

10. SOCIAL EQUITY REQUIREMENTS.

- A. Non-discrimination: The Consultant shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Consultant shall affirmatively try to ensure applicants are employed, and employees are treated equally during employment, without regard to race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or

the presence of any sensory, mental or physical handicap. Such efforts include, but are not limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training.

- B. WMBE Inclusion: The Consultant shall seek inclusion of woman and minority businesses (WMBEs) for subcontracting. A WMBE is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington but must be registered in the City Online Business Directory. Inclusion responsibilities shall include those commitments agreed upon between the City and the Consultant as a result of the WMBE Inclusion Plan submitted with the Consultant Proposal and as agreed upon by the City. The Inclusion Plan is incorporated herein by this reference as an Attachment.
- C. Paid Sick Time and Safe Time Ordinance: The Consultant shall be aware that the City has a Paid Sick Time and Safe Time ordinance that requires companies to provide employees who work more than 240 hours within a year inside Seattle, with accrued paid sick and paid safe time for use when an employee or a family member needs time off from work due to illness or a critical safety issue. The ordinance applies to employers, regardless of where they are located, with more than four full-time equivalent employees. This is in addition and additive to benefits a worker receives under prevailing wages per WAC 296-127-014(4). City contract specialists may audit payroll records or interview workers as needed to ensure compliance to the ordinance. Please see <http://www.seattle.gov/laborstandards>, or you may call the Office of Labor Standards at 206-256-5297
- D. Other Labor Standards Requirements: The Consultant shall comply to the extent applicable, with the City's Minimum Wage labor standards as required by SMC 14.19, setting wage standards for employees working within city limits as well as the Wage Theft labor standards as required by SMC 14.20, setting basic requirements for payment of wages and tips for employees working within city limits and providing various payment documentation to employees.
- E. Personnel Conduct: Consultant will ensure that its respective employees, agents, and subcontractors conduct themselves in a courteous and expeditious manner. The use of abusive, indecent, offensive, coarse, or insulting language, or any form of harassment is prohibited and will not be tolerated. Consultant's employees, agents, and subcontractors will be competent and hold appropriate licenses and endorsements. The City may require the removal of any employee or subcontractor of Consultant for misconduct or incompetent or negligent performance. Such persons will not be allowed to perform services under this Agreement without the written consent of the City.

11. PROTECTION OF PROPERTY

Consultant is responsible for protecting its person and property at all times, including but not limited to supplies and equipment to perform services hereunder; Consultant releases and agrees to hold the City harmless from liability for losses or damages or any kind sustained by Consultant in performing the services required hereunder.

12. INDEMNIFICATION.

Consultant shall defend, indemnify, and hold the City harmless from and against all third-party claims, demands, losses, damages or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:

- the sole negligence or willful misconduct of Consultant, its officers, employees, agents or subconsultants;
- the concurrent negligence of Consultant, its officers, employees, agents or subconsultants but only to the extent of the negligence of Consultant, its officers, employees, agents or subconsultants; or
- Materials (as defined in Section 21 below) as delivered by Consultant which constitute an infringement of any patent in effect, or violate any other intellectual proprietary interest, including copyright, trademark, and trade secret.

Consultant waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the City and its officials, agents or employees.

13. INSURANCE.

Insurance certification and additional insured endorsement policy must be submitted to the City.

14. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in funding of the Work, to inspect and audit all pertinent books and records. This includes Work of the Consultant,

any subconsultant, or any other person or entity that performed connected or related Work. Such books and records (a) shall be made available at any and all times deemed necessary by the Agency, including up to six years after final payment or release of withheld amounts. Such inspection and audit shall occur in King County, Washington or other reasonable locations that the Agency selects. The Consultant shall permit the Agency to copy books and records. The Consultant shall ensure that inspection, audit and copying rights of the Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity may perform work under this Agreement.

15. INDEPENDENT CONTRACTOR.

- A. The Consultant is an independent contractor. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. Except as expressly set forth in the Scope of Work/Exhibit A, this Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent contractor. The Consultant will notify the City Project Manager if s/he or any other Workers are within 90 days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

16. KEY PERSONS.

The Consultant shall not transfer or reassign any individual expressly designated in this Agreement as essential to the Work, without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

17. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. The Consultant shall ensure that all subconsultants comply with all obligations and requirements applicable to the subcontracted work. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment, or subcontract.

18. CITY ETHICS CODE (SMC 4.16.010 TO .105).

- A. The Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. The Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two years.
- C. The Consultant shall provide written notice to the City of any Consultant worker who shall or is expected to perform over 1,000 hours of contract work for the City within a rolling 12-month period. Such hours include those performed for the Consultant and other hours that the worker performed for the City under any other

contract. Such workers are subject to the City Ethics Code, SMC 4.16. The Consultant shall advise their Consultant Workers.

- D. The Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to City employees if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.
- A. Campaign Contributions (Initiative Measure No. 122): Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least \$250,000 in contracts with the City in the last two years or who has paid at least \$5,000 in the last 12 months to lobby the City. For more information about the measure, please contact the Seattle Ethics and Elections Commission with questions at ethicsandelections@seattle.gov.

19. NO CONFLICT OF INTEREST.

The Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant’s work. As used in this section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term close family relationship refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

20. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement. Consultant, without additional compensation, shall correct or revise errors or mistakes in the designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

21. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. Subject to the City’s payment, the Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use, copy and distribute every document and all the Materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials and/or any other related documents or materials developed solely for and paid for by the City to perform the Work (individually or collectively, the “Materials”), shall be promptly delivered to the City.
- B. Patents: Subject to the City’s payment, the Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract.
- C. Notwithstanding Section 21.A or 21.B, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City). If pre-existing materials are incorporated in the work, subject to the City’s payment, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the Materials.

- D. The City may make and retain copies of the Materials for its information and reference with their use on the project. The Consultant does not represent or warrant that any Materials are suitable for reuse by the City or others, on extensions of the project or on any other project.
- E. The City hereby grants to Consultant an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer any City content provided to Consultant (individually or collectively, the "City-Provided Assets"), solely to the extent necessary for Consultant to perform the Work, and, as incorporated into the Work, for Consultant's internal and promotional purposes.

22. NON-DISCLOSURE AGREEMENT

A signed Non-Disclosure Agreement is required and is attached and made part of this Agreement

23. PROPRIETARY AND CONFIDENTIAL INFORMATION.

The State of Washington's Public Records Act (Release/Disclosure of Public Records) Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Seattle are considered public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.

The State of Washington's Public Records Act requires that public records must be promptly disclosed by the City upon request unless that RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

As mentioned above, all City of Seattle offices ("the City") are required to promptly make public records available upon request. However, under Washington State Law some records or portions of records may be considered legally exempt from disclosure. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

If the City receives a public disclosure request for any records or parts of records that Contractor has properly and specifically listed on the City Non-Disclosure Request Form (Form) submitted with Contractor's bid/proposal, or records that have been specifically identified in this contract, the City will notify Contractor in writing of the request and will postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow Contractor up to ten business days to obtain and serve the City with a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order and serve the City within the ten days, the City may release the documents.

The City will not assert an exemption from disclosure on Contractor's behalf. If Contractor believes that its records are exempt from disclosure, Contractor is obligated to seek an injunction under RCW 42.56.540. Contractor acknowledges that the City will have no obligation or liability to Contractor if the records are disclosed.

24. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the contract. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been Accepted, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

25. TERMINATION.

- A. For Cause: The City may terminate this Agreement if the Consultant is in material breach of this Agreement, and such breach has not been corrected to the City's reasonable satisfaction in a timely manner following receipt of notice of breach by Consultant.
- B. For Reasons Beyond Control of the Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control.
- C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant.
- D. For Consultant Convenience: The Consultant may terminate this Agreement without cause and including the Consultant's convenience, upon written notice to the City.
- E. Notice: Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than five (5) business days prior to the effective date of termination.
- F. Actions upon Termination: if termination occurs pursuant to Section 25.B or 25.C, the Consultant shall be paid for the services properly performed prior to termination, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- G. Upon termination and subject to payment as set forth in Section 25.E, the Consultant shall provide the City with the most current Materials the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these Materials as if termination had not occurred.

26. CONSULTANT PERFORMANCE EVALUATION.

The Consultant's performance will be evaluated by the City at the conclusion of the contract. The Evaluation template can be viewed <http://www.seattle.gov/contracting/docs/ccPE.doc>.

27. DEBARMENT.

Federal Debarment: The Consultant shall immediately notify the City of any suspension or debarment or other action that excludes the Consultant or any subconsultant from participation in Federal contracts. Consultant shall verify all subconsultants intended and/or used by the Consultant for performance of City Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.sam.gov>. Consultant shall keep proof of such verification of subconsultant debarment status within the Consultant records.

City of Seattle Debarment: Under SMC Chapter 20.70, the Director of Purchasing and Contracting (PC), as hereby delegated by the Director of Finance and Administrative Services, may debar and prevent a Consultant from contracting or subcontracting with the City for up to five years after determining the Consultant:

- A. Received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City contracts;
- B. Failed to comply with City ordinances or contract terms, including but not limited to, ordinance or contract terms related to woman and minority business utilization, discrimination, equal benefits, or other state, local or federal non-discrimination laws;
- C. Abandoned, surrendered, or failed to complete or to perform work on or for a City contract;
- D. Failed to comply with contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards;
- E. Submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a contract;
- F. Colluded with another firm to restrain competition;
- G. Committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract for the City or any other government entity;
- H. Failed to cooperate in a City debarment investigation.

The PC Director or designee may issue an Order of Debarment under the SMC 20.70.050. Rights and remedies of the City under these provisions are besides other rights and remedies provided by law or under the Agreement.

28. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Background Checks and Immigrant Status: The City may require background checks for some or all of the employees that may perform work under this Agreement. The City reserves the right to require such background checks at any time at the City's expense. The City has strict policies regarding the use of background checks, criminal checks, immigrant status, and/or religious affiliation for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/purchasing-and-contracting/social-equity/background-checks>.
- C. Notification Requirements for Federal Immigration Enforcement Activities: Prior to responding to any requests from an employee or agent of any federal immigration agency including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement Removal Operations (ERO), Customs and Border Protection (CBP), and U.S. Citizenship and Immigration Services (USCIS) regarding your City contract, Consultants shall notify the Project Manager immediately. Such requests include, but are not limited to:
 - a. requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as "private" or "employee only"); or
 - b. requests for data or information (written or oral) about workers engaged in the work of this contract or City employees.

No access or information shall be provided without prior review and consent of the City. The Consultant shall request the ICE authority to wait until the Project Manager is able to verify the credentials and authority of the ICE agent and will direct the Consultant on how to proceed.

- D. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- E. Americans with Disabilities Act (ADA): RESERVED
- F. Federal, State, and Local Compliance: The Consultant, at no expense to the City, to the extent applicable to Consultant's performance under this Agreement, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Seattle; and rules, regulations, orders and directives of their administrative agencies and officers, including, but not limited to, Seattle Municipal Code Chapter 14.04 (Fair Employment Practices), Chapter 14.06 (Unfair Public Accommodations Practices), Chapter 14.10 (Fair Contracting Practices), and Chapter 20.45 (City Contracts – Non-Discrimination in Benefits). Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- G. Violations of Law: Any violation of the requirements in Section 28.F shall be a material breach of contract for which the Consultant may be subject to damages, sanctions, or other remedies as provided for under this Agreement or under applicable law. In the event Consultant is in violation of Section 28.F, Consultant may also be subject to debarment from City contracting activities in accordance with Section 27.
- H. Venue: This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of King County.
- I. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- J. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- K. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- L. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall


constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- M. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. The solicitation (Request for Proposal or Solicitation for Qualifications), Addenda, Consultants Proposal, and Consultants WMBE Inclusion Plan, are each explicitly included as Attachments material to the Agreement. Where there are conflicts between these documents, the controlling document will first be this Agreement as amended, the WMBE Inclusion Plan as adopted, the Consultant’s Proposal, then the City Solicitation documents. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- N. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party’s draftsmanship.
- O. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.


COPACINO & FUJIKADO, LLC

SEATTLE POLICE DEPARTMENT

DocuSigned by:

 By _____
 Scott Foreman
 Chief Executive Officer

8/24/2023 | 10:46 AM PDT

Date


 By _____
 Brian Maxey
 Chief Operating Officer

Brian Maxey (Aug 29, 2023 10:35 PDT)

Date

City of Seattle Business License Number: 515353

City Account Number: 0005153530516792

Washington State Unified Business Identifier Number (UBI): 6018388600010001

Attachments:

- Exhibit A - Scope of Work
- Exhibit B - Non-Disclosure Agreement
- Invoice Review Checklist

EXHIBIT A
Agency Contract Retainer Agreement & Scope of Work
CONTRACT # SPO_23-01874
CONTRACT TITLE Police Recruitment Marketing Campaign

Seattle Police Department

Statement of Work

Date: August 4, 2023

Agreement Overview

Copacino Fujikado, LLC (“CF” “Consultant” or “Agency”) has been selected by The City of Seattle and The Seattle Police Department (“SPD” or “Client”) as the agency partner of record to lead SPD recruitment marketing efforts for the remainder of 2023 (starting 8/1/23) and through the calendar year of 2024. The parties have entered into the Agency Contract Retainer Agreement # SPO_23-01874 (the “Agreement” or the “Contract”) into which this Statement of Work including the Agency Terms attached hereto as Exhibit A-1 (collectively, the “SOW”) are hereby incorporated.

This agreement covers three core SPD recruitment initiatives as included below:

1. “Bridge” media campaign: Immediate work by CF to bring strategic media consultation, planning and media execution to SPD recruitment marketing outreach in August and September of 2023.
2. “Track 1” campaign development and management: Leveraging current learning and “best guess” efforts for SPD recruitment in September of 2023.
3. “Track 2” campaign development and management: Developing strategy and SPD recruitment brand idea to launch in January of 2024 via a fully integrated campaign.

To the extent of any conflict between the terms of the Agreement and those of this SOW, the terms of this SOW will control.

Scope of Work Summary

Here are the major phases of CF agency work and involvement that would fall under this agreement based on discussions and alignment between the City of Seattle, SPD and CF.

1. “Bridge” Media Plan Development & Execution: Media strategy, consultation, planning, buying, management and reporting, to evolve current SPD recruitment marketing media plans in August and September. This media plan will use existing creative City-Provided Assets provided by SPD (no net-new creative).
2. “Track 1” campaign development and management: Strategy, campaign/creative development, media planning/buying/stewardship/management/reporting, campaign and project management to leverage existing photo and video assets to focus on new recruits and lateral transfers into an evolved media approach to run between September – December of 2023 (and possibly longer if agreed upon by both parties).
3. “Track 2” campaign development and management: Strategy, campaign/creative development, media planning/buying/stewardship/management/reporting, campaign and project management to develop SPD recruitment brand and execute an integrated media campaign to launch in January of 2024 (though possibly later, if agreed upon by both parties) and run through the end of 2024.

Statement of Work

The following is a detailed description of the specific work phases in detail, along with approach, deliverables and timing.

“Bridge” Media Plan

The bridge plan will continue SPD’s existing media efforts and begin on 8/11. Specific deliverables:

- An onboarding process that includes a client “kick-off meeting”; review of current media plans, creative materials and audience data; and follow-up questions to ensure client and agency alignment. This onboarding process will provide valuable learning and onboarding to inform work across the entirety of the SOW.
- Transfer of oversight and management of media efforts from City of Seattle/SPD to CF, including gaining the correct platform access, transferring media contacts and providing CF all media plans and information to date for CF to leverage as we move ahead.
- Media consultation, planning, buying, media execution, management and oversight for this initial media activity. This includes ad operations and trafficking existing SPD creative materials to media partners. This “bridge” campaign will proceed until “Track 1” activity is ready to launch in September, 2023. Reporting will be conducted on a monthly basis.

Learnings from the “Bridge” campaign will be carried forward to future strategy and plans, with performance reporting for the “Bridge” campaign occurring at a time mutually agreed upon by SPD and CF.

“Track 1” campaign development and management

On a parallel track to the “Bridge” media plan , CF will develop a “Track 1” campaign inclusive of media and creative .

CF will develop a creative brief articulating the creative approach and strategy for “Track 1” across both new and lateral recruits. This creative brief will be finalized following one round of client review and revisions.

CF will also develop a media brief/approach for Track 1 to be shared and approved by SPD client contacts.

CF will then engage in campaign development across creative and media workstreams.

- CF will develop creative messaging and concepts for review by SPD client contacts, aligning with assumed media units that will be present in the media plan. CF will work to develop messages for real-time testing in “Track 1” and concepts and messages will be approved following two rounds of revisions, with appropriate sign-off internally at SPD and with the Mayor’s Office.
- CF will also conduct formal media planning to develop a strategic media recommendation for SPD client contact review via presentation. CF anticipates planning no more than \$600,000 in media for this phase of the work within this scope of work. Planning of additional media dollars beyond this amount would require additional CF agency costs. The media plan will then be approved following one round of revisions.
- Note: Production costs for all assets (social, display, audio, video) will be estimated separately based on the approved media plan, with 3rd party costs for production falling outside of this agreement. This includes all costs associated with FreshCoat Studios, CF’s wholly owned production subsidiary. CF anticipates producing no more than 15 social media assets, 12 digital assets, 1 audio asset, and up to 1 new video edit using existing footage (City-Provided Assets) for this phase within this scope of work. Additional production of assets would require additional costs.
- CF will provide ad operations, trafficking, campaign management, optimization and reporting for the media.
- Reporting cadence will be monthly, leveraging a metrics dashboard which will be combined with a formal presentation for review and discussion with SPD client contacts.

“Track 2” campaign development and management

On a parallel track to “Track 1” development and execution, CF will develop the “Track 2” creative and media approach. “Track 2” will be a more informed and strategic approach, including research and

development of a strong SPD recruitment brand idea and strategic, rigorous media approach. This track of work includes:

- Stakeholder listening and input to include SPD Command, community groups and other TBD important stakeholder groups. CF assumes 4-6 stakeholder input sessions at about 60min each, likely in-person.
- Potential audience research which includes CF designing the research methodology and managing the research project. CF will likely leverage a third-party research partner (the costs for this partner will be estimated separately for SPD approval). Research findings will be formally presented to SPD client contacts.
- Informed by stakeholder input and research findings, CF will develop a creative brief for “Track 2”. The creative brief will be reviewed by SPD client contact and be formally approved following one round of revisions.
- CF will also draft a comprehensive media plan to include media strategy, approach, audience considerations, media targeting, geography considerations, timing, channel thoughts and recommended budget allocation. The media brief will be reviewed with SPD client contacts and will be formally approved following one round of revisions.
- Creative campaign development will include a “Yes/No/Maybe” session to review initial directions and creative territories to get feedback and input early in the creative process. From there, CF will further develop campaign creative concepts over the course of three additional client reviews and rounds of revisions.
- Final creative concepts will be formally tested. Research methodology is TBD, but CF will design and manage the research, working with a 3rd party research partner (the costs for this partner will be estimated separately). Final creative concepts will also be shared with stakeholder groups as needed and map to stated approval processes with the legal and Mayor review of final concepts prior to final approval.
- As creative campaign development progresses, CF will also be formally planning the paid media for the “Track 2” campaign. CF anticipates planning up to \$1,800,000 in this phase of the contract within this scope of work. Planning of additional media dollars beyond this amount would require additional CF agency costs. CF will present a formal media recommendation to SPD client contacts and then finalize the media plan following one round of revisions prior to final client approval.
- CF will then work towards campaign launch to produce and execute campaign concepts into ad material assets as part of production and execution. CF anticipates no more than 25 paid social media assets, 20 digital assets, 2 audio assets, and up to 2 videos (using footage from one shoot) to be produced under this scope of work. Additional production of assets would require additional agency costs. Production costs for all assets (social, display, audio, video) will be estimated separately based on the approved media plan, with 3rd party costs for production falling outside of this agreement. This includes all costs associated with FreshCoat Studios, CF’s wholly owned production subsidiary.
- CF will provide ad operations and trafficking to deliver ad assets to media partners and work to ensure an on time, successful campaign launch targeted for late-January of 2024. CF will then manage the campaign and account activity for the remainder of the year to include media management, client communication, media optimization, performance reporting on a monthly basis, budget management/reconciliation and client communication through calendar year 2024.
- Scope includes weekly client status meetings between SPD clients contacts and CF agency team to review account status, upcoming milestones and points of discussion.

SOW Term

The term of this SOW will run 8/1/23 – 12/31/24. A new SOW will need to be finalized between SPD and CF by 12/31/24 and become valid on 1/1/25 for any additional CF agency time or involvement.

Agreement Costs

Consistent with CF's proposal in response to the formal "invitation to propose" issued by the City of Seattle and including the addition of agency time for the "Bridge" media campaign in media consultation and execution, the total agency cost for this contract is \$691,000 as outlined on the next page.

Phase	Function	Cost	Notes/Comments
"Bridge" Media Plan	Media consultation and execution	\$29,000	Assumes CF to provide media consultation to optimize current media approach and execute media on SPD behalf.
	Subtotal	\$29,000	
Track 1	Strategy Development & Management	\$38,000	Time across Account Management, Project Management, and Strategy agency staff
	Creative Services	\$34,000	
	Media Services	\$32,000	Assumes monthly reporting via metrics dashboard
	Estimated Production & Execution Time	\$43,000	
Subtotal		\$147,000	
Track 2	Account and Project Management	\$118,000	
	Strategy and Research Management	\$87,000	
	Creative Services	\$76,000	
	Media Services	\$109,000	Assumes monthly reporting via metrics dashboard
	Estimated Production & Execution Time	\$125,000	
Subtotal		\$515,000	
TOTAL AGENCY AGREEMENT COST		\$691,000	

The agency costs for the agreement within this contract will be billed through a monthly retainer. The monthly retainer will be billed starting in August of 2023 and will be billed in equal amounts of \$40,647 per month with the last month to be billed being December of 2024.

A few notes on these proposed costs:

- The costs outlined above align with the scope of work as detailed above. Any significant changes to the scope or additional initiatives or client needs not outlined in the scope of work above will require a revised or separate, incremental SOW.
- All third-party hard costs across media, production, research or other third-party costs CF incurs on behalf of the SPD within approved SOWs or estimates will be billed through to clients at cost and as pass-through, with no agency mark-up or commission applied. All third-party hard costs will be formally estimated by CF for SPD review and signed authorization prior to CF incurring any costs. Any such costs are not included in the agency costs set forth above, and are not "reimbursable costs" as defined in or subject to Section 6.2 of the Agreement.
- Agency time spent vs. billed costs will be reviewed with SPD client contacts on a quarterly basis to ensure transparency and alignment between client and agency.

Not included in the Retainer Agreement

The following items are not included in the contract retainer agreement and would be considered separate, incremental projects to this SOW. These projects will be formally estimated by CF and authorized by SPD client contacts and include the following:

- Any specific agency involvement or deliverables that are not specifically mentioned in this scope of work.
- Time for Fresh Coat studios in the production and execution of campaign deliverables.
- 3rd party costs including media, production partner or research costs in the fulfillment of this scope of work.
- Costs for legal or trademark reviews.

Any agency involvement falling outside of the retainer agreement will be clearly flagged and communicated by CF. CF will then formally estimate costs for agency involvement for SPD authorization prior to CF starting work.

Projected Timing

CF will develop and present detailed timelines for each phase of work under this contract for SPD client review and approval to ensure client and agency alignment. With that said, we know milestone launch timing for the phases will be:

- “Bridge” campaign: Mid-Aug
- Track 1: Mid-September
- Track 2: Late-January

Approvals

This SOW (including all details and specifics outlined) is agreed to and accepted by:


 Brian Maxey (Aug 29, 2023 10:35 PDT)

(Authorized SPD Representative)

Brian Maxey

(Printed Name)

COO

(Title)

08/29/2023

(Date)

DocuSigned by:

 DD5DFBCCA31D478...

(Authorized Copacino Fujikado, LLC Representative)

Scott Foreman

(Printed Name)

Chief Executive Officer

(Title)

8/24/2023 | 10:46 AM PDT

(Date)

Attachment A-1 to EXHIBIT A
Agency Terms
CONTRACT # SPO_23-01874
CONTRACT TITLE Police Recruitment Marketing Campaign

1. AGENCY RELATIONSHIP. Client appoints CF as its agent for the purpose of allowing CF to provide the Services. CF is authorized to enter into contracts and make purchases on behalf of Client to carry out the Services hereunder, provided the amount of such purchases, or estimates for the amount of such purchases, have been previously approved by Client and are necessary, as determined solely by CF, for CF to fulfill its obligations under this Agreement ("Vendor Fees"). It is understood and agreed that CF is acting as the agent of Client in all such instances, and Client shall be solely responsible under such contracts for payments due thereunder.

2. CLIENT OBLIGATIONS. Client agrees to perform all tasks required to assist CF to provide the Services. Without limiting the foregoing, and in addition to any obligations set forth in a SOW, Client shall:

2.1 Provide all assistance and cooperation reasonably requested by CF so that CF can fulfill its obligations hereunder. CF shall not be deemed in breach of this Agreement, or otherwise in default of any agreed-upon schedule of work, in the event CF's failure to meet its responsibilities and time schedules is caused by Client's failure to fulfill (or delay in fulfilling) its obligations hereunder;

2.2 Determine for itself that Client is solely responsible for, and shall be deemed to use its own judgment as to the quality, value and suitability of any information and suggestions in relation to determining whether or not to use any Materials or other Work.

2.3 All information provided to CF shall be, to the best of Client's knowledge, true, correct and complete in all material respects and will not knowingly omit any material fact or information that would make any data or information provided to CF false, misleading, or incomplete. CF may rely upon the information provided and will not evaluate or have any responsibility to verify independently the accuracy or completeness of any information provided by Client.

2.4 Without limiting the generality of the foregoing, provide all City-Provided Assets or other materials requested by CF at its own expense and in a timely fashion.

2.5 Make any changes or additions to its current systems, software, and hardware, at Client's own cost, that may be required to enable Client to make full use of any Materials or other Work. CF shall use commercially reasonable efforts to disclose to Client all such required changes or additions at its earliest opportunity.

3. CHARGES AND BILLING PROCEDURES.

3.1 No Credit. It is the intent of the parties that no credit be extended by CF and that before CF incurs any Vendor Fees on behalf of the Client, Client will pay CF such Vendor Fees as set forth herein.

3.2 Billing of Vendor Fees. Client shall pay CF all Vendor Fees in accordance with the billing terms of vendors. Without limiting the generality of the foregoing:

(a) Direct Billing. Client shall pay all amounts in full and when due if billed directly by a vendor;

(b) Indirect Billing. When Vendor Fees are billed to CF on Client's behalf, Client shall pay CF any and all Vendor Fees in accordance with the individual vendor's billing terms. For example only, and without limiting the billing terms of any vendor, broadcast production companies often require 50% of estimated costs prior to beginning work and the remaining 50% upon Client approval of filming. If such Vendor Fees are part of an estimate previously provided in a SOW, CF shall inform Client of the date by which payment is required and Client shall timely pay such amounts. If such Vendor Fees are not part of a previous estimate, CF will provide Client with a written estimate of such Vendor Fees for approval, which shall not be unreasonably withheld, and the date such payment is required. Upon Client's approval, and unless otherwise set forth in a SOW, Client shall pay CF all Vendor Fees set forth in this section no less than seven days before the stated due date.

(c) Media Billing. In addition to the foregoing Sections, which may also apply to media billing, Vendor Fees for media either planned or placed will be invoiced to the Client by CF the month before media is to run. The purpose is to ensure that monies are received from Client in time for timely payment to vendors. If the media is cancelled, and Client has properly paid the media Vendor Fees to CF, then CF shall refund the amount of such payment to Client. CF may deduct such refund from any professional fees, or other costs and charges, due and owing from Client.

3.3 Termination. Upon termination of the Agreement or the SOW, Client shall pay CF for any contracts entered into by CF on Client's behalf, as provided in Section 5, that cannot be cancelled or terminated, and that remain valid and binding after termination of this Agreement shall be fulfilled by CF and invoiced to and paid for by the Client in accordance with the terms of this Agreement.

4. WARRANTIES; DISCLAIMERS; LIMITATION OF LIABILITY.

4.1 Client Representations and Warranties. Client represents and warrants that (a) Client's agreement to engage CF to perform the Services hereunder does not violate any agreement or obligation between Client and any third party; (b) neither any information delivered by Client to CF in support of this Agreement, including any City-Provided Assets, nor Client's performance of this Agreement will infringe on any copyright, patent, trade secret or other proprietary or other right held by any third party; (c) none of the activities for which Client has engaged the services of CF violates any international, federal, state, or local law or regulation; and (d) Client will not use the Work or Materials for purposes of, or transmit via the services, or provide to CF: (i) any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or foreign law, including without limitation the U.S. export control laws and regulations; (ii) any deceptive, misleading and/or fraudulent content; or (iii) any information containing a virus, Trojan horse, worm, or other harmful component.

4.2 CLIENT ACKNOWLEDGEMENT; DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CF DOES NOT WARRANT OR REPRESENT THAT THE WORK, MATERIALS, OR ANY DELIVERABLE OR WORK PRODUCT WILL GUARANTEE A SPECIFIC RESULT TO CLIENT OR OTHERWISE MEET CLIENT'S BUSINESS REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, CLIENT ACKNOWLEDGES AND AGREES THAT CF DOES NOT PROVIDE LEGAL ADVICE AND FURTHER THAT CLIENT IS SOLELY RESPONSIBLE FOR ENSURING THAT USE OF SERVICES OR ANY DELIVERABLE OR WORK PRODUCT MEETS ALL APPLICABLE LEGAL REQUIREMENTS AND CLIENT'S SPECIFIC NEEDS AND BUSINESS REQUIREMENTS. IN ADDITION, CF DOES NOT WARRANT OR REPRESENT THAT THE OPERATION OF ANY WORK PRODUCT CONSISTING OF COMPUTER CODE, A WEBSITE OR ANY SIMILAR MATERIAL, WILL BE UNINTERRUPTED OR ERROR-FREE. IN

ALL CASES, THE ENTIRE RISK AS TO THE QUALITY AND FUNCTION OF THE SERVICES IS WITH CLIENT. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, CF PROVIDES ITS SERVICES "AS IS," "WHERE IS," "WITH ALL FAULTS," AND WITHOUT WARRANTY OF ANY KIND. CF EXPLICITLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THIS AGREEMENT, PERFORMANCE OR INABILITY TO PERFORM UNDER THIS AGREEMENT, THE CLIENT AND THIRD-PARTY CONTENT, CUSTOM CONTENT, UPTIME OR AVAILABILITY, OR CF'S COMPUTING AND DISTRIBUTION SYSTEM. FOR THE AVOIDANCE OF DOUBT, CF MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD-PARTY PRODUCTS, THIRD PARTY CONTENT OR ANY SOFTWARE, EQUIPMENT, CONTENT, OR HARDWARE OBTAINED FROM THIRD PARTIES OR BY CLIENT, EVEN IF CLIENT OBTAINED SUCH SOFTWARE, EQUIPMENT, CONTENT, OR HARDWARE UPON THE ADVICE OF CF. IN ADDITION, NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE SERVICES, INCLUDING SECURITY OR INTEGRITY OR SAFETY OF DATA, WHETHER MADE BY EMPLOYEES OR CONTRACTORS OF CF OR OTHERWISE, WHICH IS NOT CONTAINED IN THIS AGREEMENT, SHALL BE DEEMED TO BE A WARRANTY OR REPRESENTATION BY CF FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF CF WHATSOEVER.

4.3 Damage Disclaimers; Limitation of Liability. Except for each party's indemnification obligations and confidentiality obligations set forth in the Agreement, or Client's misuse of CF's intellectual property or proprietary rights, to the maximum extent permitted by applicable law, neither party shall be liable for any indirect damages (including, without limitation, consequential, special, punitive, exemplary, or incidental damages, damages for loss of profits or revenues, business interruption or damage to business reputation), even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. The limitations on, and exclusions of liability for, damages in this Agreement apply regardless of whether the liability is based on breach of contract, tort (including, gross negligence), strict liability, breach of warranties, contractual indemnification or any other legal theory. To the maximum extent permitted by applicable law, CF's sole liability under this Agreement, together with any SOW(s), shall be limited to, and in no event shall the total, cumulative liability of CF exceed, direct damages in an amount not to exceed those amounts actually paid to CF by Client under this Agreement in the twelve-month period prior to the event giving rise to the Claim.

5. NONEXCLUSIVITY. Client acknowledges and agrees that CF is in the business of providing services to companies and that CF may provide services to third parties, which are the same or similar to the services provided to Client hereunder.

EXHIBIT B
Non-Disclosure Agreement
CONTRACT # SPO_23-01874
CONTRACT TITLE Police Recruitment Marketing Campaign

This AGREEMENT is made and entered into by and between the City of Seattle (“City”) and COPACINO & FUJIKADO LLC, (“Consultant”) and is effective upon contract execution.

Whereas, the Consultant requires access to many forms of confidential materials, including names, addresses, telephone numbers, email addresses, files, records, court documents and other forms of proprietary, private or personal-identifying information, herein referred to as “Information”, to propose, develop, implement, maintain or perform the Scope of Work. The Consultant must comply with all city, state and federal regulations in accessing and using this Information.

THEREFORE IT IS AGREED AS FOLLOWS:

The City will allow the Consultant access all Information required to perform Consultant’s Scope of Work.

The Consultant agrees to limit the use of this Information to the purposes (“Purposes”) of fulfilling the requirements of the Scope of Work.

The Consultant agrees that access to Information will be limited to approved employees and subcontracted employees (“Authorized Personnel”). The Consultant agrees that it will provide the City of Seattle with a list of employees who will have access to Information. Consultant agrees that all Authorized Personnel shall be informed of the provisions of this Agreement and shall first agree to comply with the revisions of this Agreement before Consultant permits any Authorized Personnel to have access to Information.

The Consultant shall obtain written authorization from the City prior to permitting any Consultant or subconsultant employees to have access to Information. The City and Consultant will screen all Consultant or subconsultant employees whom the Consultant requests to have access to Information. Screening may include a criminal record background investigation. At the City’s sole discretion, the City may deny authorization to an individual because of criminal record or other pertinent reason. Authorization can be revoked immediately for anyone reasonably believed to be violating access/disclosure regulations.

The Consultant agrees to further limit access to Information to Authorized Personnel. No copies of Information shall be made except as clearly necessary to accomplish Purposes of this Agreement. The Consultant agrees to destroy copies of such Information when copies of such Information are no longer needed for Purposes of this Agreement.

The Consultant will not disclose any Information in any form which can identify an individual in any report or documentation, except for the Purposes of this Agreement when working with City personnel, or Authorized Personnel on the list.

The Consultant agrees to take all necessary reasonable precautions to protect Information from unauthorized access, alteration, or destruction. Information and programs to access it must be stored in secure systems or locked containers. Consultant shall employ all current safeguards to prevent unauthorized access to disk and tape files. Consultant Personnel shall not bypass or override security provisions in the course of their work.

In the event that the Consultant deems it necessary, for the purposes of this agreement, to disclose Information to any subconsultant, the Consultant shall notify the City and secure the written agreement of the subconsultant to comply with all terms of this Non-Disclosure Agreement as if it were the Consultant named herein. The City shall have the right, at any time, to monitor, audit, and review the activities, policies, records, and documents of the Consultant and its subconsultants in implementing this Agreement in order to assure compliance therewith.

The Consultant shall notify the City Project Manager within 24 hours of a suspected or actual security breach that compromises the security, confidentiality or integrity of Information. Immediately following the Consultant's notification to the City Project Manager, the Consultant shall take steps to immediately remedy the security breach and prevent any further security issues. The Consultant agrees that it shall not inform any third party of any security breach without the City's prior written consent. Further, the Consultant agrees that the City has the sole right to determine whether notice of a security breach is to be provided to a third party, and what the contents of such notice would be.

Since this Agreement provides access to Information on an ongoing basis, the City reserves the right to immediately suspend furnishing Information under this Agreement when it is determined by the City that any rule, policy, procedure, or regulation described or referenced herein is violated or appears to be violated. The Consultant shall not be liable for any deficiencies in the performance of its duties caused by the suspension provided it is later determined by investigation of the City that the Consultant did not violate this agreement. Notice of any such suspension shall be provided to Consultant in writing by the City.

It is hereby understood and acknowledged by the parties that any breach of their obligations detailed in this Agreement may cause the other injury and that monetary relief will not be in every case an adequate remedy for any such breach. Accordingly, in the event of any such breach the injured party may seek injunctive relief from such breach or threatened breach of this Agreement.

Invoice Review Checklist

The City intends to pay you promptly. Below is a checklist to ensure your payment will be processed quickly. Provide this to the best person in your company for ensuring invoice quality control.

- Send the invoices to the correct address:
- Validate that the time for services performed is within the Contract Begin Date and Contract End Date.
- Ensure invoice items have not been previously billed or paid, given the time for which services were performed.
- Ensure enough money remains on the contract including amendments), to pay the invoice.
- Ensure the Labor Rates match the most current approved rate sheet.
- Ensure the Overhead Rate and Fee used in calculating personnel costs match the most current approved rate sheet.
- Ensure the Direct Charges on the invoice are allowable by contract.
- Eliminate unallowable costs (*e.g. Traveling Business or First Class, Alcoholic Beverages, etc.*)
- Verify that personnel named are explicitly allowed for within the contract or most current approved rate sheet.
- Ensure WMBE utilization is provided to the City and/or entered into the City on-line system.
- Check the math.
- Ensure back-up documentation is adequate and complete.

Definitions

- Services- Deliverables or work performed by the consultant including analysis, advice, recommendations, report preparation, design development, and other specialized services.
- Direct Charges- Non-Salary expenses that are necessary and directly applicable to the work required by the contract, for example, Travel & Per Diem, Reproduction Expenses, Office Supplies, and Sub-consultants.
- Contract End Date: Day contract expires.