

REGULAR MEETING AGENDA - ORANGE COUNTY HOUSING FINANCE TRUST

WEDNESDAY, SEPTEMBER 28, 2022 - 10:00 A.M.

MEETING WILL BE HELD VIA TELECONFERENCE/VIDEOCONFERENCE ONLY

STEPHEN FAESSEL
Chairman

SHARI FREIDENRICH
Vice Chair

DON BARNES
Director

LISA A. BARTLETT
Director

JAMEY FEDERICO
Director

DOUG CHAFFEE
Director

FRED JUNG
Director

DAVID PENALOZA
Director

ED SACHS
Director

Trust Manager
Adam Eliason

Trust Counsel
Lauren Kramer

Clerk of the Trust
Valerie Sanchez

GUIDANCE FOR PUBLIC ACCESS TO REDUCE RISK OF COVID-19: On September 16, 2021, Governor Gavin Newsom signed into law Assembly Bill 361 authorizing a local legislative body to hold public meetings via teleconferencing and make public meetings accessible telephonically or electronically to all members of the public due to the State of Emergency resulting from the threat of Novel Coronavirus (COVID-19). This meeting will be held via Zoom. Members of the public can listen to and participate in the live Zoom meeting by accessing the following:

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/81234785491?pwd=K3hmZ3Q4dnROaUUzdDc3Sjc1dzllZz09>

Passcode: 564616

Or One tap mobile :

US: +16699009128,,81234785491# or +16694449171,,81234785491#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 9128 or +1 669 444 9171 or +1 719 359 4580 or +1 253 215 8782 or +1 346 248 7799 or +1 309 205 3325 or +1 312 626 6799 or +1 386 347 5053 or +1 564 217 2000 or +1 646 558 8656 or +1 646 931 3860 or +1 301 715 8592

Webinar ID: 812 3478 5491

Members of the public may address the Trust regarding any item in the following ways:

1. Real-time Zoom Comment – To provide a real-time public comment during the meeting, please access the Zoom information identified above. Speakers will be recognized by the Trust Chair at the time the agenda item is to be considered. If attending virtually via Zoom, use the hand-raise icon to be called on for public comment, and if calling in via telephone, dial *9. A speaker's comments shall be limited to three minutes. Anyone causing disruption can be removed from the meeting at the discretion of the Chair.

2. Written Comment – The Trust is also accepting public comments to be submitted by emailing them to acliason@ochft.org. The comments will be distributed to all of the Directors and read into the record. If you wish to comment on a specific agenda item, please identify the item in your email. General public comments will be addressed during the general public comment item on the agenda. In order to ensure that staff has the ability to provide comments to the Directors in a timely manner, please submit your comments prior to noon the day before the meeting. Public comments will be made available to the public upon request. In compliance with the Americans with Disabilities Act, those requiring accommodation for this meeting should notify the Clerk of the Board's Office 72 hours prior to the meeting at (714) 834-2206

Except as otherwise provided by law, no action shall be taken on any item not appearing in the agenda. When addressing the Orange County Housing Finance Trust, please state your name for the record prior to providing your comments.

*All supporting documentation is available for public review online at:
www.OCHFT.org and in the office of the Clerk of the Board of Supervisors located in the
Hall of Administration Building, 333 W. Santa Ana Blvd., 10 Civic Center Plaza, Room 465,
Santa Ana, California 92701 during regular business hours,
8:00 a.m. - 5:00 p.m., Monday through Friday.*

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT CALENDAR ITEMS (Item 1):

1. Approve Orange County Housing Finance Trust minutes from the September 14, 2022, meeting

DISCUSSION ITEMS (Item 2-3):

At this time, members of the public in attendance may ask the Board to be heard, and emails received by members of the public will be read into the record on the following items as those items are called.

2. Adopt Resolution finding that, due to the proclaimed state of emergency arising from the Novel Coronavirus (COVID-19) and local officials continued recommended measures to promote social distancing, it is necessary for Directors to participate in the meetings via teleconferencing
3. Approve proposal from Communications LAB for communications services; and authorize the Trust Manager to execute agreement.

HOUSING TRUST MANAGER REPORT (Item 4):

4. Oral Report from the Housing Trust Manager

PUBLIC COMMENTS:

At this time members of the public may address the Trust, and emails received by deadline will be read into record on any matter not on the agenda but within the jurisdiction of the Trust. The Trust or Chair may limit the length of time each individual may have to address the Trust, and emails received are to be read.

DIRECTOR COMMENTS:

ADJOURNED:

NEXT MEETING: October 19, 2022, at 10:00 a.m.

Agenda Item 1

Minutes – September 14, 2022

**REGULAR MEETING SUMMARY ACTION MINUTES
ORANGE COUNTY HOUSING FINANCE TRUST**

WEDNESDAY, SEPTEMBER 14, 2022, 10:00 A.M.

STEPHEN FAESSEL
Chairman

SHARI FREIDENRICH
Vice Chair

DON BARNES
Director

LISA A. BARTLETT
Director

JAMEY FEDERICO
Director

DOUG CHAFFEE
Director

FRED JUNG
Director

DAVID PENALOZA
Director

ED SACHS
Director

Trust Manger
Adam Eliason

Trust Counsel
Lauren Kramer

Clerk of the Trust
Valerie Sanchez

ATTENDANCE: Directors Bartlett, Chaffee, Federico, Jung, Penaloza, Freidenrich and Faessel
(All Members with the exception of Director Federico participated via Zoom)

ABSENT: Directors Barnes and Sachs

PRESENT: Trust Counsel
Clerk of the Trust
Trust Manager

Lauren Kramer
Valerie Sanchez
Adam Eliason

CALL TO ORDER

The Chairman called the meeting to order at 10:01 a.m.

PLEDGE OF ALLEGIANCE

Director Chaffee led the pledge of allegiance

ROLL CALL

The Clerk called the roll and confirmed quorum

CONSENT CALENDAR (Item 1)

1. Approve Orange County Housing Finance Trust minutes from the August 17, 2022 meeting
ON THE MOTION OF DIRECTOR FREIDENRICH, SECONDED BY DIRECTOR PENALOZA, BY A VOTE OF 6 TO 0, WITH DIRECTORS BARNES, JUNG AND SACHS BEING ABSENT, APPROVED THE ORANGE COUNTY HOUSING FINANCE TRUST MINUTES FROM THE AUGUST 17, 2022 MEETING

DISCUSSION ITEMS (Item 2-5):

2. Adopt Resolution finding that, due to the proclaimed state of emergency arising from the Novel Coronavirus (COVID-19) and local officials continued recommended measures to promote social distancing, it is necessary for Directors to participate in the meetings via teleconferencing
ON THE MOTION OF DIRECTOR BARTLETT, SECONDED BY DIRECTOR PENALOZA, BY A VOTE OF 6 TO 1, WITH DIRECTOR FEDERICO VOTING NO AND DIRECTORS BARNES AND SACHS BEING ABSENT, THE BOARD APPROVED ITEM AS RECOMMENDED
RESO: 22-012-OCHFT
3. Receive and file Federal and State funding advocacy update from Townsend Public Affairs
RECEIVED AND FILED STATE AND FEDERAL FUNDING ADVOCACY UPDATE FROM CORI TAKKINEN OF TOWNSEND PUBLIC AFFAIRS
4. Approve the 2022 update to the 2020-2025 Orange County Housing Finance Trust Strategic Plan
ON THE MOTION OF DIRECTOR BARTLETT, SECONDED BY DIRECTOR FEDERICO, BY A VOTE OF 7 TO 0, WITH DIRECTORS BARNES AND SACHS BEING ABSENT, APPROVED ITEM AS RECOMMENDED
5. Authorize the Trust Manager to execute a revised funding letter of commitment extending the funding expiration date to three projects awarded funding by the Orange County Housing Finance Trust
ON THE MOTION OF DIRECTOR FEDERICO, SECONDED BY DIRECTOR PENALOZA, BY A VOTE OF 7 TO 0, WITH DIRECTORS BARNES AND SACHS BEING ABSENT, APPROVED ITEM AS RECOMMENDED

HOUSING TRUST MANAGER REPORT (Item 6):

6. Oral Report from the Housing Trust Manager
TRUST MANAGER ADAM ELIASON INDICATED THE DISCUSSION DURING ITEM 4 COVERED HIS REMARKS AND HAD NOTHING FURTHER TO REPORT FOR THIS MEETING

PUBLIC & TRUST COMMENTS:

PUBLIC COMMENTS: None

DIRECTOR COMMENTS:

Chairman Faessel – Oral re: On September 20th will be attending and representing the Trust at the Miraflores Apartments groundbreaking ceremony in Anaheim, which includes affordable and permanent supportive housing units

Orange | Housing
County | Finance
Trust

ADJOURNED: 11:18 a.m.

NEXT MEETING: September 28, 2022 at 10:00 a.m.

STEPHEN FAESSEL
Chair, Orange County Housing Finance Trust

VALERIE SANCHEZ
Clerk of the Orange County Housing Finance Trust

Agenda Item 2
Adopt Meeting Resolution

REQUEST FOR ORANGE COUNTY HOUSING FINANCE TRUST (OCHFT) BOARD ACTION

MEETING DATE: September 28, 2022

SUBJECT: Adopt resolution finding that, due to the proclaimed state of emergency arising from the Novel Coronavirus (COVID-19) and local officials continued recommended measures to promote social distancing, it is necessary for Directors to participate in the meetings via teleconferencing.

RECOMMENDED ACTION:

ADOPT RESOLUTION FINDING THAT, DUE TO THE PROCLAIMED STATE OF EMERGENCY ARISING FROM THE NOVEL CORONAVIRUS (COVID-19) AND LOCAL OFFICIALS CONTINUED RECOMMENDED MEASURES TO PROMOTE SOCIAL DISTANCING, IT IS NECESSARY FOR DIRECTORS TO PARTICIPATE IN THE MEETINGS VIA TELECONFERENCING.



Adam B. Eliason, Manager

SUMMARY:

Adoption of the attached resolution will allow the Board of Directors to make certain findings in order to continue meet via teleconferencing so long as social distancing is recommended by local officials.

DISCUSSION:

The Orange County Housing Finance Trust (Trust) met on February 4, 2022, considered the circumstances surrounding the proclaimed state of emergency due to the COVID-19 pandemic and found that meeting in person would present imminent risk to the health and safety of its attendees. Subsequent to the initial finding, the Trust met on February 16, 2022, March 16, 2022, April 13, 2022, April 27, 2022, May 18, 2022, June 8, 2022, June 22, 2022, July 20, 2022,

August 17, 2022, and September 14, 2022, to reconsider the proclaimed state of emergency and found that meeting in person would continue to present imminent risk to the health and safety of its attendees. The County of Orange Health Officer revised his Orders and Strong Recommendations on September 16, 2022. As part of the revised Orders and Strong Recommendations, the Health Officer continues to strongly recommend social distancing for certain populations. During the subsequent meetings the Board reconsidered the proclaimed state of emergency, the Health Officer's strong recommendation and the ability to comply with that strong recommendation found that it was necessary for Directors to participate in the meetings via teleconferencing.

If adopted, the attached resolution would continue to comply with the requirements found in Government Code section 54953 (e) by considering the proclaimed state of emergency, the Health Officer's strong recommendation and the ability to comply with that strong recommendation.

ATTACHMENT:

Attachment A Resolution

RESOLUTION OF THE BOARD OF DIRECTORS OF
THE ORANGE COUNTY HOUSING FINANCE TRUST
September 28, 2022

WHEREAS, California Government Code section 54953 (e) authorizes local agencies to use teleconferencing without complying with certain requirements during a proclaimed state of emergency; and

WHEREAS, this Board reviewed and considered the circumstances of the current state of emergency due to COVID-19 on February 4, 2022 and found that meeting in person would present imminent risk to the health and safety of its attendees; and

WHEREAS, on February 4, 2022, this Board resolved that it would meet virtually in accordance with Government Code section 54953 (e) and adopted its regular meeting calendar accordingly; and

WHEREAS, on February 16, 2022, March 16, 2022, April 13, 2022, April 27, 2022, May 18, 2022, June 8, 2022, June 22, 2022, July 20, 2022, August 17, 2022, and September 14, 2022, this Board reconsidered the circumstances of the current state of emergency due to COVID-19 and found that meeting in person would present imminent risk to the health and safety of its attendees; and

WHEREAS, The County of Orange Health Officer revised his Orders and Strong Recommendations on September 16, 2022;

WHEREAS, as part of the revised Orders and Strong Recommendations, the Health Officer strongly recommended social distancing for “Vulnerable Populations,” consistent with the Centers for Disease Control guidelines; and

WHEREAS, this Board found that it was not possible for the entire Board of Directors to safely socially distance themselves from each other when conducting the business of the Orange County Housing Finance Trust during its regular meetings; and

WHEREAS, in order to meet virtually, this Board must also make certain findings no later than every 30 days; and

WHEREAS, this Board has presently reviewed and considered the circumstances of the State of Emergency due to COVID-19; and

WHEREAS, this Board has presently reviewed and considered manners by which they may be able to adhere to the Strong Recommendations of the Orange County Health Officer.

NOW, THEREFORE, BE IT RESOLVED that

1. The above findings and recitals are true and correct and are incorporated herein in full by this reference
2. The Orange County Housing Finance Trust Board of Directors has reconsidered the circumstances of the state of emergency and determines that, due to state or local officials continued strong recommendation of measures to promote social distancing, it cannot

safely adhere to the County of Orange Health Officer Orders and Strong Recommendations to socially distance; and

3. In order to adhere to the County of Orange Health Officer Orders and Strong Recommendations to socially distance, it is necessary for Directors to participate in the meetings via teleconferencing.

Agenda Item 3
Communications LAB
Agreement

REQUEST FOR ORANGE COUNTY HOUSING FINANCE TRUST (TRUST) BOARD ACTION

MEETING DATE: September 28, 2022

SUBJECT: Approve proposal from Communications LAB for communications services; and authorize the Trust Manager to execute agreement.



Adam B. Eliason, Manager

RECOMMENDED ACTION:

1. APPROVE PROPOSAL FROM COMMUNICATIONS LAB FOR COMMUNICATIONS SERVICES; AND AUTHORIZE THE TRUST MANAGER TO EXECUTE AGREEMENT.

BACKGROUND:

Since the formation of the Trust, the Trust Manager has coordinated all press and media communications. This approach has had limited success in gaining earned media coverage to inform the public about the work of the Trust and to celebrate the Trust's accomplishments. Press releases to announce the Trust's successful award of funds under the Local Housing Trust Fund Program, and to announce the funding awards the Trust has made to affordable housing developments throughout Orange County has had only limited coverage by small online media.

As part of the approved FY2022-2023 budget, the Trust included a budget of \$25,000 for Marketing & Communications Services for a firm that would help ensure the Trust receives broader and more significant media coverage. On June 2, 2022, Trust staff issued a Request for Proposals (RFP) (Attachment A) to solicit proposals from communications firms for these services. The RFP was issued in accordance with the Trust's Procurement Policy. The RFP was posted on the Trust's website, and an announcement about its availability was sent out to the Trust's mailing list.

DISCUSSION:

The Trust received one proposal, from Communications LAB, in response to the RFP. Communications LAB is a well-established communications firm based in Orange, California.

Communications LAB was founded in 2005, and has served numerous public and private clients throughout Southern California, including:

- Los Angeles Metropolitan Transportation Authority (METRO)
- Orange County Transportation Authority (OCTA)
- City of Anaheim
- City of Huntington Beach
- North Orange County Public Safety Collaborative
- Metrolink
- Disneyland Resort
- Southern California Edison
- County of Orange

Initially, Communications LAB proposed a full complement of communications services, including public & media relations services, and digital & social media services, for a monthly fee of \$12,500 (Attachment B). However, this fee was considerably higher than the \$25,000 annual budget approved by the Trust Board. Therefore, Trust staff negotiated with Communications LAB to reduce their scope and their budget to fit the Trust's needs at the current time.

Communications LAB provided a Revised Proposed Scope of Work (Attachment C), which removed the social media services from their scope entirely and scaled back the public & media relations services. Another example of a negotiated change to reduce their pricing is to have Communications LAB will work in concert with Trust development partners marketing firms to utilize their photography and content for Trust press releases.

Communications LAB reduced their monthly fee to \$2,750 for a period of October 1, 2022, through June 30, 2023. In their proposal revision letter, Communications LAB said, *"In the event the OC Housing Finance Trust values the services we provide during that time, we are hopeful the Board might consider a more robust financial investment into its communications plan for the next fiscal year."*

The revised scope of services and budget over the next nine months will allow Staff the opportunity to evaluate the services Communication LAB provides and consider an increased budget for next fiscal year.

Staff recommends approval of this item and authorize Trust Manager to execute Professional Services Agreement between Communications LAB and the Trust that has been reviewed by Staff and Trust Counsel (Attachment D).

ATTACHMENTS:

Attachment A – Request for Proposal

Attachment B – Proposal from Communications LAB

Attachment C – Revised Scope and Budget from Communications LAB

Attachment D – Professional Services Agreement between Communications LAB and OCHFT

Request for Proposal

Strategic Communications Services



1 League #62335

Irvine, CA 92602

(909) 706-7193

Key RFP Dates

Issue Date: June 2, 2022

Proposal Submittal Deadline: June 17, 2022

The Orange County Housing Finance Trust (“OCHFT” or “Trust”) is issuing this Request for Proposal for Strategic Communications Services to engage the services of an individual or firm to act as the Trust’s Public Information Officer as more specifically described below. This RFP is not a solicitation for employment or posting of a job opening with the Trust.

OCHFT Background

The Orange County Housing Finance Trust is a Joint Powers Authority formed in March 2019 between the County of Orange and 23 cities in Orange County, California. A complete list of member cities can be found in Attachment 1.

The mission of the Trust is to strengthen the communities in Orange County by financing the development of affordable housing for homeless and low-income individuals and families. The Trust is working to achieve this mission by contributing to the construction of 2,700 permanent supportive housing units and working to secure funding that will contribute to additional affordable housing units by 2025.

During its first two years of operation, the Trust has awarded over \$19.3 million to thirteen affordable housing communities throughout Orange County. Additionally, the Trust has issued its 2022 Notice of Funding Availability for an additional \$10.5 million, which is expected to be awarded in May 2022. The Trust expects to be able to award approximately \$10 million per year through 2025 for additional affordable communities in the County, and is looking for additional funding from private donations and other government sources so it may continue to provide financing for communities past 2025.

Scope of Services

Consultant shall provide services and advice to the Trust’s Board of Directors and staff, and be informed about the Trust’s mission, finances, operations, history, and accomplishments. As more precisely detailed below, Consultant shall develop and execute a communications strategy to ensure the public is informed of the Trust’s mission.

1) Strategy

- Serve as the Trust’s advisor in the development and implementation of a strategic communications strategies.
- Create and implement a Communications Plan for achieving the Trust’s communications goal to ensure the public is informed of the Trust’s mission and increasing awareness of Trust activities among elected leaders, developers, other stakeholders, and the general public
- Provide graphic design and content development for digital, print, and collateral material, as requested.

Deliverables

- Communications Plan
- Graphic design and content for digital, print, and collateral material

2) Public Information Officer, Main Point of Contact

- Create and distribute press releases of new affordable housing developments and administrative funding announcements. (It is anticipated that there will be approximately twelve development related press releases and two funding related press releases per year.)
- Serve as the Main Point of Contact for media inquiries for the Trust.
- Provide public with information about the Trust through the Trust's website and email blasts, based on content developed for press releases.
- Prepare PowerPoint presentations for speaking engagements by Trust staff. (It is anticipated that Trust staff will present at seventeen city council meetings per year, with minor modifications required to the PowerPoint deck between presentations.)
- Prepare annual reports documenting the Trust's accomplishments each year.

Deliverables

- Press Releases
- Website updates
- Email blasts
- PowerPoint Presentations
- Annual Report

3) Social Media Communications

- Create Trust social media accounts on LinkedIn, Facebook, and Twitter to broadcast the Trust's activities and create content relating to the Trust's operations and activities.
- Create social media content to share Trust press releases and other communications material relating to the Trust's housing activities and achievements. (It is anticipated that the social media posts will have commenting turned off.)
- Monitor select social media accounts of Trust partners (i.e. elected leaders, government agencies, developers, service agencies, and advocacy groups) and highlight as appropriate on the relevant platform, messages from these partners that are supportive of the Trust's mission.

Deliverables

- Social media accounts
- Social media posts

4) As-Needed Services

- From time to time the Trust may request Consultant to provide services on an as-needed basis. Such services shall be approved in writing by the Trust prior to commencement of such as-needed services by Consultant.

A model professional services contract for this Scope of Services is included as Attachment 2

Preparation of Proposals

Proposals shall be accepted via email to ghenninger@ochft.org no later than June 17, 2022 at 5:00 PM. Proposals should be sent as a single PDF file.

Q&A will be posted on the Trust's website: www.ochft.org

The proposal shall include the following information:

- 1) Letter of Transmittal. The proposer shall provide a Letter of Transmittal addressed to Adam Eliason, Manager, Orange County Housing Finance Trust.
- 2) Contact Person. The proposer shall provide the name and title, address, telephone number, and e-mail address of the contact person for the proposal evaluation period.
- 3) Validity Period. The proposer shall specify a proposal validity period of no less than 120 days from the Proposal Submittal Deadline.
- 4) Subcontractors. The proposer shall designate each entity that is proposed to perform work or render services pursuant to a subcontract, detailing the extent of subcontracting contemplated. Information regarding suppliers is required only if the supply subcontract is anticipated to have a value exceeding 10% of the proposed value of the prime contract.
- 5) Conflicts of Interest. The proposer shall provide a completed Attachment 3, *Conflict-of-Interest Disclosure Statement*.

The following provides guidelines for the format and content of the proposal and the approach to be used in its development and presentation. The intent of this RFP is to encourage responses that clearly communicate the proposer's understanding of the Trust's requirements and its approach to successfully provide the services on time and within budget. Only that information which is essential to an understanding and evaluation of the Proposal should be submitted. Items not specifically and explicitly related to the RFP and Proposal (e.g., brochures, marketing material, etc.) will not be considered in the evaluation.

Proposer must provide the following minimum requirements:

- Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- Describe how the firm proposes to staff this contract. Provide education, experience and applicable professional credentials of project staff. Identify the principals who will be engaged in the day-to-day activities for the Trust, their current assignments, level of commitment to those assignments, availability for this assignment, and how long each person has been with the firm. Furnish brief resumes (not more than two pages each) for the proposed principals and project staff who will work on the project.

- Identify subcontractors, if any, by company name, address, contact person, telephone number and project function. Describe proposer's experience working with each subcontractor.
- Include the firm's organization chart, clearly delineating the communication/reporting relationships among the firm's proposed staff and the Trust.
- Include a statement that the principals and key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Trust.
- Describe the firm's experience in providing communications services to joint powers authorities and/or other governmental agencies on housing related issues and provide examples of this work.
- Describe the firm's experience in performing services of a similar nature to that solicited in this RFP and highlight the participation in such services by the key personnel proposed for assignment to this project. Included in this experience is the list of social media accounts this firm has created, and for which it has or is currently providing social media content and/or is monitoring, particularly governmental agency accounts. Include all relevant dates and timeframes for the services provided.
- Describe the experience of the principals and key personnel in working with joint power authorities and housing related issues. Provide samples of projects and programs.
- In not more than five pages, describe your firm's success in representing public agencies and other clients.
- Provide examples of the scope of services for your current clients and narrative examples of accomplishments in achieving the requirements identified in the respective scopes of services.
- Describe the firm's proposed approach to representing the Trust.

Compensation Proposal.

The proposer shall deliver, with their proposal, Attachment 4, *Compensation Proposal*, specifying a monthly fee inclusive of all expenses. It is anticipated that the Trust will issue a two-year contract with a firm fixed price, which shall include all expenses and other compensation for the proposer.

Disclosure of Contributions.

The proposer shall deliver, with their proposal, Attachment 5, *Disclosure of Contributions*, identifying all Trust Board members who received contributions from proposer within the preceding 12 months in excess of \$250, or stating that no contributions were made that require disclosure. This disclosure requirement includes all "Parties" and "Participants" to this action as those terms are defined in Government Code §84308 (use extra forms as required).

Confidential and Proprietary Information

Proposals are not to be marked as confidential or proprietary. The County may refuse to consider any proposal so marked. Proposals submitted in response to this RFP may become subject to

public disclosure per the requirements of the California Public Records Act, Government Code Section 6250 et seq. The County shall not be liable in any way for disclosure of any such records. Additionally, all Proposals shall become the property of the County. The County reserves the right to make use of any information or ideas in the Proposals submitted.

Proposal Review and Selection

1. The proposals shall be reviewed in accordance with the Trust's Procurement Policy.
2. The Trust shall convene an evaluation panel of at least three members to evaluate each responsive proposal. Criteria used as the basis for evaluation and ranking shall include:
 - Professional capability, demonstrated competence and specialized experience of the proposer, including existing workload and ability to meet schedules - 25%;
 - Work plan/methodology - 50%; including examples of previous work with public agencies.
 - Compensation Proposal – 25%;

Proposals deemed to meet all minimum RFP requirements will be scored based on established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each Proposal, and the Proposals will be rank-ordered, based upon Offeror(s) submitted written materials.

3. The Trust will rank the proposals, applying the foregoing evaluation criteria to the proposals. Upon completion of the evaluation process, the evaluation panel will summarize the strengths of each proposal, their scoring, and their rank-ordering for a decision by the Trust Board.
4. The Trust may reject all proposals without further discussion or commence negotiations with the highest ranked proposer. If the Trust commences negotiations, the Trust may negotiate any component of the proposal. The proposer on the other hand, may raise issues only to the extent they are interrelated with negotiated topics raised by the Trust.
5. Discussions and/or negotiations may be conducted with one or more Offerors. Each Offeror shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing Offerors.
 - a. Concurrent negotiations. Negotiations may be conducted concurrently with Offerors for the purpose of determining source selection and/or contract award.
 - b. Exclusive negotiations. Exclusive negotiations may be conducted with the Offeror whose proposal is determined in the source selection process to be most advantageous to the Trust. Exclusive negotiations may be conducted subsequent to concurrent negotiations or may be conducted without requiring previous concurrent negotiations. Exclusive negotiations shall not constitute a contract

award nor shall it confer any property rights to the successful Offeror. If exclusive negotiations are conducted and an agreement is not reached, the Trust may enter into exclusive negotiations with the next highest ranked Offeror without the need to repeat the formal solicitation process.

Instructions – Protest Procedures

Any actual or prospective Proposer or Contractor who alleges a grievance by the solicitation or award of a contract may submit a grievance or protest to the Trust Manager at aeliason@ochft.org.

1. All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:
 - a. The name, address and telephone number of the protester;
 - b. The signature of the protester or the protester's representative;
 - c. The solicitation or contract number;
 - d. A detailed statement of the legal and/or factual grounds for the protest; and
 - e. The form of relief requested.

2. Protest of Bid/Proposal Specifications:

All protests related to bid or proposal specifications must be submitted no later than five (5) business days prior to the close of the bid or proposal. Protests received after the five (5) business day deadline will not be considered by the Trust.

In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, they must still submit a proposal prior to the close of the solicitation in accordance with the bid/proposal submittal procedures stated in this RFP.

3. Protest of Award of Contract:

In protests related to the award of a contract, the protest must be submitted no later than seven (7) business days after the notice of the proposed contract award is provided. Protests relating to a proposed contract award which are received after the seven (7) business day deadline will not be considered by the Trust.

4. Protest Process:

While a protest is in progress, the Trust may proceed with the solicitation or the contract unless the Trust Manager determines there is a reasonable probability that the protest will be sustained or that the stay of procurement is not contrary to the substantial interests of the Trust. The Trust Manager shall issue a written decision to the protestor within 14 days, including an explanation of the basis of the decision and a statement of the available appeals process. If the protest is sustained, in whole or part, the Trust Manager shall implement a remedy appropriate to the circumstances.

5. Appeal Process:

A protestor may appeal the decision of the Trust Manager to the Trust Board of Directors within seven (7) days from the date the decision is issued. The appeal shall contain all the information originally set forth in the protest, a copy of the decision of the Trust Manager; and the specific factual or legal error in the decision of the Trust Manager that forms the basis of the appeal. A decision by the Trust Board of Directors shall be final.

Attachment 1

List of Trust Members

1. Aliso Viejo
2. Anaheim
3. Buena Park
4. Costa Mesa
5. County of Orange
6. Dana Point
7. Fountain Valley
8. Fullerton
9. Garden Grove
10. Huntington Beach
11. Lake Forest
12. Laguna Beach
13. Laguna Hills
14. Laguna Niguel
15. La Habra
16. Mission Viejo
17. Newport Beach
18. Orange
19. Placentia
20. San Juan Capistrano
21. Santa Ana
22. Stanton
23. Tustin
24. Westminster

Attachment 2

Model Contract

MODEL/PROPOSED CONTRACT
BETWEEN
ORANGE COUNTY HOUSING FINANCE TRUST
AND
[INSERT COMPANY NAME/TBD]
FOR
Marketing Services

This Contract for State Legislative Advocacy Services, hereinafter referred to as “Contract” is made and entered into as of the date fully executed by and between the Orange County Housing Finance Trust, a California public agency formed pursuant to California Government Code section 6500 et. seq. with a place of business at 1 League #62335, Irvine, CA 92602; hereinafter referred to as “Trust”, and [Insert Company Name /TBD] with a place of business at [Insert Address/TBD]; hereinafter referred to as “Contractor”, with Trust and Contractor sometimes referred to as “Party”, or collectively as “Parties”.

ATTACHMENTS

Attachment A – Scope of Work
Attachment B – Compensation/Payment
Attachment C – Staffing Plan

i. RECITALS

WHEREAS, Trust issued a Request for Proposal (RFP) for Marketing Services; and

WHEREAS, the Contractor responded and represents that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the Trust Board of Directors has authorized the Trust Manager or their designee to enter into a Contract with Contractor for Marketing Services; and

NOW, THEREFORE, the parties mutually agree as follows:

ii. ARTICLES

I. GENERAL TERMS AND CONDITIONS:

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. Entire Contract:** This Contract, including Attachments A, B, and C which are attached hereto and incorporated herein by this reference, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on Trust unless authorized by Trust in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any Trust employee or agent, including but not limited to installers of software, shall not be valid or binding on Trust unless accepted in writing by Trust's Agent or designee.
- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on Trust unless authorized by Trust in writing.
- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery:** Time of delivery of goods or services is of the essence in this Contract. Trust reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind Trust to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by Trust. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by Trust.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by Trust, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of Trust, and 2) payment shall be made in arrears after satisfactory acceptance.

- G. Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) merchantable and good for the ordinary purposes for which they are used, and 2) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold Trust and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by Trust by reason of the failure of the goods/services to conform to such warranties, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold Trust and Trust Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of Trust. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of Trust shall be invalid and shall constitute a breach of this Contract.
- J. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. Termination:** In addition to any other remedies or rights it may have by law, Trust has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by Trust of its right to terminate the Contract shall relieve Trust of all further obligation.

L. Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. Independent Contractor: Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of Trust. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through Trust.

N. Performance: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to Trust's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of Trust required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. Insurance Provisions: Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the Trust that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the Trust during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by Trust from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by Trust representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the Trust's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the Trust harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the Trust at its sole cost and expense with counsel approved by Board of Directors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the Trust was the insured.

If the Contractor fails to maintain insurance acceptable to the Trust for the full term of this Contract, the Trust may terminate this Contract.

Qualified Insurer:

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the Trust retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made per occurrence

Required Coverage Forms:

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements:

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***Trust, its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the Trust shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***Trust, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

All insurance policies required by this Contract shall waive all rights of subrogation against the Trust, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify Trust in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to Trust. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the Trust may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interest's clause also known as a "separation of insured" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

Trust expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by Trust Risk Manager as appropriate to adequately protect Trust.

Trust shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements

with Trust incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and Trust shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. Changes: Contractor shall make no changes in the work or perform any additional work without the Trust's specific written approval.

Q. Change of Ownership/Name, Litigation Status, Conflicts with Trust Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the Trust agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the Trust.

Trust reserves the right to immediately terminate the Contract in the event the Trust determines that the assignee is not qualified or is otherwise unacceptable to the Trust for the provision of services under the Contract.

In addition, Contractor has the duty to notify the Trust in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the Trust in writing if the Contractor becomes a party to any litigation against the Trust, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and Trust that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the Trust any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the Trust of its status in these areas whenever requested by the Trust.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with Trust interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence Trust staff or elected officers in the performance of their duties.

R. Force Majeure: Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to Trust within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. Confidentiality: Contractor agrees to maintain the confidentiality of all Trust and Trust-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

Contractor's confidentiality obligations in this Contract and the obligations of this Section shall survive the termination or expiration of the Contract and all related subordinate contracts.

T. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by Trust in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by Trust. Contractor acknowledges that Trust is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold Trust and Trust Indemnities harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. [INTENTIONALLY OMITTED.]

V. Severability: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

X. Interpretation: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

Y. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain,

from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by Trust, and hold harmless, the Trust, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the Trust or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by Trust, and hold Trust, its elected and appointed officials, officers, employees, agents and those special districts and agencies which Trust's Board of Directors acts as the governing Board ("Trust Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and Trust by a court of competent jurisdiction because of the concurrent active negligence of Trust or Trust Indemnitees, Contractor and Trust agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. Audits/Inspections: Contractor agrees to permit the Trust's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the Trust) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The Trust will provide reasonable notice of such an audit or inspection.

The Trust reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the Trust to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the Trust's project manager.

BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or

obligation of funds by, the state of California to Trust; and inclusion of sufficient funding for the services hereunder in the budget approved by Trust's Board of Directors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, Trust may immediately terminate or modify this Contract without penalty.

- CC. Expenditure Limit:** The Contractor shall notify the Trust assigned Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The Trust will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

II. ADDITIONAL TERMS AND CONDITIONS:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the Trust will procure services from Contractor as set forth in the Scope of Work, attached hereto as Attachment A and incorporated by this reference.
2. **Term of Contract:** This Contract shall commence on **TBD** or upon execution of all necessary signatures, whichever comes later, and continue for five calendar years from that date, unless otherwise terminated by Trust.
3. **Compensation/Payment:** The Contractor agrees to accept the specified compensation, as set forth in Attachment B – Compensation/Payment, as full remuneration for performing all services and materials called for. The Contractor assumes responsibility for performance of all its duties and obligations hereunder.
5. **Usage:** No guarantee is given by the Trust to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the Trust, at rates/prices listed in the Contract, regardless of quantity requested.
6. **Adjustments-Scope of Work:** No adjustments made to the scope of work will be authorized or paid for without prior written approval of the Trust assigned Agent.
7. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
8. **[INTENTIONALLY OMITTED.]**
9. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the Trust may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Terminate the Contract immediately, pursuant to Section K herein;
- b. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
- c. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
- d. Offset against any monies billed by the Contractor but yet unpaid by the Trust those monies disallowed pursuant to the above.

10. Civil Rights: Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

11. [INTENTIONALLY OMITTED.]

12. Conditions Affecting Work: The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the Trust. The Trust assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the Trust are expressly stated in the Contract.

13. Conflict of Interest – Contractor’s Personnel: The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the Trust. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence Trust staff or elected officers from acting in the best interests of the Trust.

14. Conflict of Interest – Trust Personnel: The Trust Board of Directors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any Trust employee for any purpose.

15. Contractor’s Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the Trust.

Storage of records in another county will require written approval from the Trust assigned Agent.

16. Contractor Personnel – Reference Checks: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

17. Covenant against Contingent Fees: Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of getting business.

For breach or violation of this warranty, the Trust shall have the right to terminate this Contract in accordance with the termination clause and, its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee from the Contractor.

18. Data-Title to: All materials, documents, data or information obtained from the Trust data files or any Trust medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the Trust. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the Trust. All materials, documents, data or information, including copies, must be returned to the Trust at the end of this Contract.

19. Debarment: Contractor certifies that neither contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where contractor as the recipient of recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.

20. Disputes – Contracts:

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the Trust's Project Manager, such matter shall be brought to the attention of the Trust Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute

between the parties arising under, related to, or involving this Contract, unless the Trust, on its own initiative, has already rendered such a final decision.

2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the Trust is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the Trust shall be expressly identified as such, shall be in writing, and shall be signed by the Trust Agent or his designee. If the Trust fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the Trust's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

- 21. Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the Trust with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the Trust shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the Trust in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the Trust provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- 22. News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the Trust through the Trust's Project Manager.
- 23. Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to

the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: Company Name: (TBD)
 Address:
 Attn:
 Telephone:
 Fax:
 E-mail:

For Trust: Orange County Housing Finance Trust
 Attn: Adam Eliason
 1 League #62335 Irvine, CA 92602
 Phone: (909) 706-7193
 Email: aeliason@ochft.org

- 24. Ownership of Documents:** The Trust has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the Trust and may be used by the Trust as it may require without additional cost to the Trust. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the Trust.
- 25. Precedence:** The Contract documents consist of this Contract and its attachments and exhibit. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments and exhibit.
- 26. Price Increase/Decrease:** No price increases will be permitted during the first period of the price agreement. The Trust requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the Trust. The Trust may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
- 27. Project Manager and Key Personnel – Contractor:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the Trust and shall not be changed without the written consent of the Trust's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The Trust's Project Manager shall have the right to require the removal and replacement of

the Contractor's Project Manager from providing services to the Trust under this Contract. The Trust's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the Trust's Project Manager. The Trust's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The Trust is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

- 28. Project Manager – Trust:** The Trust shall appoint a project manager to act as liaison between the Trust and the Contractor during the term of this Contract. The Trust's project manager shall coordinate the activities of the Trust staff assigned to work with the Contractor.

The Trust's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The Trust's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the Trust's project manager. The Trust's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The Trust is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

- 29. Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.

- 30. Reports/Meetings:** The Trust's Project Manager and the Contractor's Project Manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the Trust for the purpose of monitoring progress under this Contract.

- 31. Responsibility of the Contractor:** The Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all reports, documentation, and services furnished by the Contractor under this Contract. The Contractor shall perform such services as may be necessary to accomplish the work required to be performed under and in accordance with this Contract. The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in Attachment A, Scope of Work.

- 32. Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Trust. Any attempt by the Contractor to subcontract any performance of this Contract without the

express written consent of the Trust shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the Trust to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The Trust shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the Trust.

- 33. Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior Trust written approval.
- 34. Termination – Default:** If Contractor is in default of any of its obligations under this Contract and has not commenced cure within ten days after receipt of a written notice of default from Trust and cured such default within the time specified in the notice, the Trust shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this Contract by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this Contract, including but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this Contract. Upon termination of the Contract with Contractor, the Trust may begin negotiations with a third-party contractor to provide services as specified in this Contract.
- 35. Termination – Orderly:** After receipt of a termination notice from the Trust, the Contractor shall submit to the Trust a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the Trust upon written request of the Contractor. Upon termination, Trust agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
- 36. Title to Data:** All materials, documents, data or information obtained from the Trust data files or any Trust medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the Trust. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract. All materials, documents, data or information, including any copies, and all Trust Employees Workers' Compensation claim files, must be returned to the Trust at the end of this Contract.

- 37. Waivers-Contract:** The failure of the Trust in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
- 38. Contract Award – Multiple:** The Trust reserves the right, at its sole discretion, to make multiple awards to bidders/proposers for services requested in this solicitation.

MODEL CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

CONTRACTOR*

** If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.*

The first corporate officer signature must be one of the following 1) the Chairman of the Board 2) the President 3) any Vice President.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Print Name

Title

(DO NOT SIGN THIS TIME)

Signature

Date

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

Print Name

Title

(DO NOT SIGN THIS TIME)

Signature

Date

Orange County Housing Finance Trust, a California public agency formed pursuant to California Government Code section 6500 et. seq.

Print Name

Title

Signature

Date

ATTACHMENT A
SCOPE OF WORK

I. BACKGROUND

The Orange County Housing Finance Trust is a Joint Powers Authority formed in March 2019 between the County of Orange and 23 cities in Orange County, California.

The mission of the Trust is to strengthen the communities in Orange County by financing the development of affordable housing for homeless and low-income individuals and families. The Trust is working to achieve this mission by contributing to the construction of 2,700 permanent supportive housing units and working to secure funding that will contribute to additional affordable housing units by 2025.

During its first two years of operation, the Trust has awarded over \$19.3 million to thirteen affordable housing communities throughout Orange County. The Trust expects to be able to award approximately \$10 million per year over the next three years for additional affordable communities in the County, and is looking for additional funding from private donations and other government sources.

II. TRUST RESPONSIBILITIES

1. Trust will assign a Trust Project Manager and coordinate work closely with Contractor.
2. Trust Project Manager will monitor and track project status to ensure it is progressing within the project timeframe.
3. Trust Project Manager will review and approve all work, materials, reports, and deliverables required in this Contract.

III. CONTRACTOR RESPONSIBILITIES

Consultant shall provide services and advice to the Trust's Board of Directors and staff, and be informed about the Trust's mission, finances, operations, history, and accomplishments. As more precisely detailed below, Consultant shall develop and execute a communications strategy to ensure the public is informed of the Trust's mission.

1) Strategy

- Serve as the Trust's advisor in the development and implementation of a strategic communications strategies.
- Create and implement a Communications Plan for achieving the Trust's communications goals and increasing awareness of Trust activities among elected leaders, developers, other stakeholders, and the general public
- Provide graphic design and content development for digital, print, and collateral material, as requested.

Deliverables

- Communications Plan
- Graphic design and content for digital, print, and collateral material

2) Public Information

- Create and distribute press releases of new affordable housing developments and administrative funding announcements. (It is anticipated that there will be approximately twelve development related press releases and two funding related press releases per year.)
- Provide public with information about the Trust through the Trust's website and email blasts, based on content developed for press releases.
- Prepare PowerPoint presentations for speaking engagements by Trust staff. (It is anticipated that Trust staff will present at seventeen city council meetings per year, with minor modifications required to the PowerPoint deck between presentations.)
- Prepare annual reports documenting the Trust's accomplishments each year.

Deliverables

- Press Releases
- Website updates
- Email blasts
- PowerPoint Presentations
- Annual Report

3) Social Media Communications

- Create and update Trust social media channels on LinkedIn, Facebook, and Twitter.
- Create social media posts to share Trust press releases and other communications material. (It is anticipated that the social media posts will have commenting turned off or limited to select individuals.)
- Monitor select social media accounts of Trust partners (i.e. elected leaders, government agencies, developers, service agencies, and advocacy groups) and boost messages from these partners that are supportive of the Trust's mission.

Deliverables

- Social media accounts
- Social media posts

4) As-Needed Services

- From time to time the Trust may request Consultant to provide services on an as-needed basis. Such services shall be approved in writing by the Trust prior to commencement of such as-needed services by Consultant.

ATTACHMENT B

COMPENSATION/PAYMENT

- I. COMPENSATION:** This is an all-inclusive, firm, fixed fee Contract between Trust and Contractor for all other services provided in Attachment A, Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. Trust shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment in accordance with Trust Contract Terms and Conditions.

The annual Contract amount shall not exceed \$TBD, for a total cumulative Contract amount not to exceed \$TBD.

- II. FIRM RATE:** Contractor guarantees that rates quoted are equal to or less than rates quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no rate increases shall be passed along to the Trust during the term of this Contract not otherwise specified and provided for within this Contract.
- III. CONTRACTOR'S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, online research services, travel, parking, and any and all “out of pocket” expenses incurred by the Contractor while on Trust sites during the performance of work and services under this Contract, unless otherwise specified. The Contractor shall be responsible for payment of all parking costs and expenses incurred at a Trust facility while performing work under this Contract, except to the extent the Trust facility has free parking available to the public and the Contractor makes appropriate use of this free parking. However, the Trust will not provide free parking to the Contractor in the County Civic Center.

Contractor shall bill for the actual number of hours worked. Contractor shall notify Trust in advance if any task requires an additional time commitment to complete. Trust approval is required before Contractor can work additional hours/time on the project.

- IV. PAYMENT TERMS:** Invoices are to be submitted in arrears, after services have been completed, to the bill to address specified under Section VI – Billing Instructions, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of the invoice in a format acceptable to the Trust, and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the Trust for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by the Trust shall not preclude the right of the Trust from thereafter disputing any services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

V. TAX ID NUMBER: The Contractor shall include its taxpayer ID number on all invoices submitted to the Trust for payment to ensure compliance with IRS requirements and to expedite payment processing.

VI. BILLING INSTRUCTIONS: The Contractor will provide an invoice on the Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1, above
3. Name of Trust agency/department
4. Agency/department address
5. Contract Number (TBD)
6. Federal Tax I.D. Number
7. Date of service
8. Service description
9. Total

Billing Address: All invoices shall be billed to:
OC Housing Finance Trust
Attn: Adam Eliason
1 League #62335
Irvine, CA 92602
aeliason@ochft.org

Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

VII. PAYMENT (ELECTRONIC FUNDS TRANSFER [EFT]): The Trust of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the Trust via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in the Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

ATTACHMENT C
STAFFING PLAN

I. Primary Staff/Key Personnel to perform Contract duties

Name	Classification

(Additional lines may be added if necessary)

II. Alternate Staff/Key Personnel (for use only if primary is not available)

Name	Classification

(Additional lines may be added if necessary)

Contractor understands that those individuals represented as assigned to the project must remain working on the project throughout the duration of the project unless otherwise requested or approved by the Trust. Substitution or addition of Contractor's Key Personnel in any given classification/title shall be allowed only with prior written approval of the Trust Project Manager. During the Term of this Contract, Contractor shall maintain a business office in Southern California.

The Contractor may reserve the right to involve other Contractor personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to Trust written approval. Trust reserves the right to have any of Contractor personnel removed from providing Services/Deliverables to Trust under this Contract. Trust is not required to provide any reason for the request for removal of any Contractor personnel.

III. SUB-CONTRACTOR(S)

In accordance with Article I, Assignment, listed below are sub-contractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor's sub-contractors in any given project function shall be allowed only with prior written approval of the Trust Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function

(Additional lines may be added if necessary)

Attachment 3

Conflict of Interest Disclosure Statement

Disclosure Policy

It is the policy of the Trust to ensure that firms and individuals providing services to the Trust are not subject to organizational conflicts affecting their objectivity or their ability to provide impartial assistance or advice to the Trust. This form requires certain relationships to be disclosed to the Trust so that it may determine whether a potential organizational conflict exists and whether mitigation measures may be implemented so as to allow the firm or individual to perform services notwithstanding such potential conflict. Relationships with the following entities must be disclosed:

- 1) Any firm, individual, partnership, corporation, association, or other legal entity currently retained for services by a developer of affordable housing or service provider for families and individuals at risk of or experiencing homelessness.
- 2) Any firm currently retained or which may be retained for services by the County of Orange or any member city of the Trust or other public entity within Orange County, California (see list of member agencies below).

Disclosure

- 1) _____ Consultant **IS NOT** currently retained for services as defined in the Disclosure Policy above.
- 2) _____ Consultant **IS** currently retained for services as defined in the Disclosure Policy above.

a) Consultant is retained for services by the following member agencies of the Trust

- | | |
|--------------------------------|-----------------------------------|
| _____ County of Orange | _____ City of Lake Forest |
| _____ City of Aliso Viejo | _____ City of Laguna Beach |
| _____ City of Anaheim | _____ City of Laguna Hills |
| _____ City of Buena Park | _____ City of Laguna Niguel |
| _____ City of Costa Mesa | _____ City of La Habra |
| _____ City of Dana Point | _____ City of Mission Viejo |
| _____ City of Fountain Valley | _____ City of Newport Beach |
| _____ City of Fullerton | _____ City of Orange |
| _____ City of Garden Grove | _____ City of Placentia |
| _____ City of Huntington Beach | _____ City of San Juan Capistrano |

_____ City of Santa Ana
_____ City of Stanton

_____ City of Tustin
_____ City of Westminster

- b) Consultant is retained for services by the following other public agencies and public or private entities within Orange County, California. (List individually.)

- c) Please describe briefly those services potentially affected by this Disclosure:

Consultant is required to disclose to the Trust, in writing, any services relationship which may be entered into during the term of the Contract, which violates or appears to violate the intent of this Disclosure:

Consultant

Date

Authorized Representative

Title

Attachment 4

Compensation Proposal

Enter below the proposed price for full compensation to proposer for full and complete performance of the Services identified in the RFP Scope of Services. Prices shall include direct costs, indirect costs, profit, and any other costs associated with providing the services as described in this RFP.

Monthly Fee, including expenses: \$ _____

Proposer Name: _____

Address: _____

Phone Number: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachment 5

Disclosures of Contributions

To be completed with the submission of any proposal.

Prime Firm's Name: _____

Party's Name: _____

Party's Address: _____

Street

City

Zip Code

State

(____) _____

Phone Number

Board Member(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the 12 months preceding August 25, 2021 (see attached lists):

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amounts(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amounts(s): _____

If no contributions are noted above, I hereby certify that no contributions have been made by the Party identified above to any of the Trust's Board of Directors.

Date: _____

Signature of Party and/or Agent

List of Board Members

Board Chair Doug Chaffee
County of Orange Supervisor – 4th District

Board Vice-Chair Stephen Faessel
City of Anaheim – Council Member

Board Member Lisa Bartlett
County of Orange Supervisor – 5th District

Board Member Shari Freidenrich
County of Orange Treasurer-Tax Collector

Board Member Don Barnes
County of Orange Sheriff-Coroner

Board Member David Penaloza
City of Santa Ana – Council Member

Board Member Ed Sachs
City of Mission Viejo – Council Member

Board Member Jamey Federico
City of Dana Point – Council Member

Board Member Fred Jung
City of Fullerton – Council Member



Request for Proposal

Strategic Communications Services

PREPARED FOR:

Orange County Housing Finance Trust

PREPARED BY:



Communications LAB

701 E Chapman Avenue, Orange, CA 92866

P: 949-215-5539 • E: arianna@CommunicationsLAB.com

W: www.CommunicationsLAB.com

Letter of Transmittal

June 16, 2022

Adam Eliason, Manager
Orange County Housing Trust
1 League #62335, Irvine, CA 92602

Dear Mr. Eliason,

Communications LAB is pleased to present the Orange County Housing Finance Trust (OCHFT) with the following proposal for services in response to the recent solicitation issued for Strategic Communications Services. This is not just another project to us. This is what we do. We are an experienced marketing and communications team with a talented roster of staff having performed similar work for the Ready OC & Safe OC, OC Forum, North Orange County Public Safety Collaborative, Southern California Edison, Disneyland Resort and many more. Located in Orange, California our lean agency puts a premium on the work, not the fancy frills of big agencies.

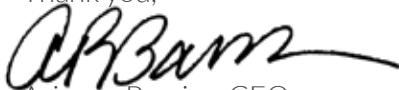
Our team brings unparalleled experience providing organizations with services such as branding, marketing, advertising, event management, public and media relations combined with in-house graphic design, social media and web services that are strategic and award-winning. Our creative team specializes in brand positioning and social marketing services. We are a full-service agency with a deep background in government affairs and community outreach which we believe will help OCHFT set the stage for a successful outcome under this engagement.

We are confident that we exhibit the relevant experience, key personnel and tailored solutions that are of best value for your requirements. We adhere to national standards, keep abreast of best practices in our areas of service, and have extensive experience with similar agencies throughout Orange County with strong missions such as OCHFT. Communications LAB is dedicated to exceeding our clients' expectations with the incorporation of institutional knowledge to ensure the highest end-product quality.

For the purposes of this proposal, Arianna Barrios will serve as OCHFT's contact person. As owner and CEO, Ms. Barrios has the ability to answer any business development questions and enter into contracts on behalf of the company. In addition, we attest to the proposal validity period to be no less than 120 days from this submission date. And finally, Communications LAB is proposing providing the enclosed services without any additional subcontractors and has the ability to manage the services alone.

Communications LAB is a Disadvantaged Business Enterprise (DBE) as well as a Small Business Enterprise (SBE), as certified by LA Metro and the State of California. Our firm is additionally certified by California Unified Certification Program (CUCP) and Women's Business Enterprise National Council (WBENC) as a Woman and Minority Business Enterprise (WMBE). All certifications are included within this proposal. As such, and being based within the County, our firm can fully meet the OCLSB/DVBE requirements.

Thank you,



Arianna Barrios, CEO
Communications LAB
701 E. Chapman Avenue
Orange, CA 92866

P: 949-215-5539 ext. 101
F: 949-215-5549
E: Arianna@Communicationslab.com

Firm Profile

Communications LAB (the dba for Barrios & Associates, LLC) is wholly owned by Arianna Barrios. The business was incorporated from a sole proprietorship consulting firm (2005 to 2013), to a limited liability company in February, 2013 at which time Ms. Barrios assumed the title of chief executive officer (CEO). In April of that year, Barrios & Associates, LLC acquired the Media Relations and Public Outreach portfolio of Faubel Public Affairs. The acquisition increased the total number of employees to six including Brian Lochrie, Barrios' husband, who serves as the firm's president. Together, Lochrie and Barrios form the "L" and "B" of Communications LAB and, with the additional acquisition of Thomas Communications Group (TCG) in August 2017, have grown the boutique agency to 22 team members.

The agency serves public and private clients with a strong focus on infrastructure projects, community outreach, and association management. Headquartered at 701 E. Chapman Avenue, in the historic Old Towne district of Orange, California, the firm also maintain additional offices in Pasadena.

Our years of individual and collective experience, relationships, talents, and resources have been utilized by many of Southern California's largest public agencies and private organizations, including:

- Los Angeles Metropolitan Transportation Authority (METRO)
- Orange County Transportation Authority (OCTA)
- City of Anaheim
- City of Huntington Beach
- North Orange County Public Safety Collaborative
- Metrolink
- Disneyland Resort
- Southern California Edison
- County of Orange

For more information about our agency, visit www.CommunicationsLAB.com



Full-Service **Capabilities**



- Administrative Assistance & Management
- Advertising - Print & Digital
- Branding & Marketing Campaigns
- Change Management Consulting
- Communications & Media Training
- Community Outreach
- Crisis Communications Support
- Construction Relations
- Copywriting & Editing
- Impact Evaluation & Measurement for Projects and Programs
- Graphic Design & Illustration
- Government Relations
- Hispanic Outreach & Media Relations
- Electronic/Print design & layout
- Embedded Staffing Support
- Event Support & Guest Management
- Photography
- Publications Management
- Public Policy Consulting
- Media Relations
- Media Planning & Buying
- Social Media Management
- Marketing Strategy & Campaigns
- Special Events Management
- Translation Services: Spanish
- Video Production - PSAs, Social Reels
- Video Production - Live Streaming
- Website Design & Development
- Website Management & Maintenance

“We turned to Communications LAB. They developed a quality community outreach and public education program that included marketing, advertising and social media campaigns; They far exceeded our expectations and the results were undeniable. ”

*Lisa Ohlund, Retired General Manager,
East Orange County Water District*

STAFFING PLAN



Prepared for:

**Trauma Intervention
Programs, Inc.**

Proposal for:

Communications Services

Proposed **Staffing Plan**

Communications LAB aims to bring high-quality and tailored solutions to our clients with our shared global experiences and communications know-how of talented staff. Our employees are required to comply with contract and company employment procedures at all times during performance on awarded projects; we offer in-depth staffing capabilities to ensure qualified personnel are available to meet all contractual requirements. Our objectives are to employ a competent, motivated work force and to retain qualified, long-term personnel to enhance productivity and continuity of services. The dedicated employees listed in this section are focused on providing clients with exactly what they need to successfully execute the OCHFT's requirements and exceed their expectations.

Communications LAB understands that the individuals represented as "assigned to" the contract must remain working on the contract throughout the duration of the engagement unless a personnel change is otherwise requested or approved by OCHFT. Substitution of our Key Personnel shall be allowed only with express prior written consent of OCHFT. We also understand that OCHFT expects key personnel to be available for consultation/meeting with the OCHFT throughout the duration of the Contract.

Subcontractors

No subcontractors are proposed for this effort.

Office Location

Communications LAB is headquartered in the City of Orange, approximately 15 minutes away from the Orange County Housing Finance Trust offices in Irvine.

Key Personnel

Name	Title	Years of Experience	Length of Time with Firm	Current Availability
Arianna Barrios	Strategic Counsel	30	10	40%
Brian Lochrie*	Project Manager / Videographer	30	10	60%
Martin McIntosh*	Asst. Project Manager	20	5	40%
Justin Glover	Crisis Communications	20	10	40%
Kelsey Eiben*	Marketing Strategist	15	3	40%
Diana Moreno*	Government Relations	15	5	25%
Michelle Lim*	Digital Media Specialist	3	1	30%
Jorgie Sandoval	Public Relations Assistant / Video Production	5	2	40%
Diego Teran	Public Relations Assistant / Translation / Hispanic Media	20	7	50%
Jessica Van Oyen	Graphic Design	7	5	40%
Arman Abidnejad	Graphic Design / Photography	10	1	40%
Erin Bello	Event Manager	20	1	40%
Stephanie Heng	Event Coordinator	10	1	25%
Zane Toledo	Copy Writer / Social Media Support	2	1	40%
Nick Kasunic	Public Relations Assistant / Research Analyst / Copy Writer	15	2	50%
Tanya Silerio*	Public Relations Assistant / Research Analyst / Copy Writer	2	2	50%

* Denotes **DEDICATED** Personnel

Resume: Arianna Barrios



Arianna Barrios

701 E. Chapman Avenue
Orange, CA 92866
949-215-5539 ext. 101
arianna@communicationslab.com

Summary

Exceptional performance in identifying market/business opportunities and creating programs, promotions, and relationships to outpace the competition.

Strong technology experience with team building qualifications. Award-winning video producer, web designer, and public policy consultant.

Elected Office

Rancho Santiago Community College District, Trustee Area 7
Term: 2011-2020

City of Orange
Councilmember, District 1
Term: 2020 - Present

Education

Bachelor of Arts, Communications
Emphasis: Public Relations
Minor: Political Science
California State University, Fullerton

Areas of Expertise

Project Management
Strategic Communications
Media Training
Marketing Communications
Strategic Messaging
Graphic Design and New Media
Website Production
Public Policy
Government Relations

CEO, Communications LAB

Orange, CA
2013-Present

- Small business owner / operator overseeing a team of highly skilled communications and government affairs professionals.
- Specializing in public works, infrastructure and transportation projects
- Develop community outreach strategies and public participation opportunities for public comment during CEQA/NEPA processes.
- Provide strategic consultation and award-winning services to clients across the Southern California region.
- Clients Under Management (partial list): Orange County Transportation Authority, Transportation Corridor Agency, East Orange County Water District, Orange Unified School District, William Lyon Homes, LA Metro, Southern California Edison, City of Anaheim, Lumitron Technologies, OC Tax, OC Forum, South Orange County Economic Coalition, Cigna Health Care, Orange County Council of Governments (OCCOG), Santa Margarita Water District, San Bernardino County Transportation Authority.

Marketing & Communications Consultant, Barrios & Associates

Orange, CA
2008-13

- Consulting and advising candidates, elected officials, and municipalities on public policy, community outreach, and voter communications
- Developing and implementing social media networks, including Blog, Facebook, and Twitter for community and voter outreach
- Developed successful online tactical plans and social media networks for several Orange County businesses and public figures including OC Supervisor Todd Spitzer; Mayor of Orange Carolyn Cavecche;
- Partnered on development and implementation of major theme park's media events, and partners for national premiere
- Development of online, interactive promotions and Fortune 500 corporate outreach strategies

Marketing Director, Taylor Woodrow Homes / Taylor Morrison

Irvine, CA
2005-2008

- Developed partnership with the Disneyland Resort for the Innoventions Dream Home Project and managed project from construction to launch.
- Proactively developed viable marketing, public relations, and business strategies to increase product awareness.
- Successfully opened new markets and implemented company's online Internet podcasting, penetrating a larger and more diversified customer base, and reducing advertising costs by 20%.
- Managed internal and external communications, and identified media opportunities for senior management

Resume: Brian Lochrie



Brian Lochrie

701 E. Chapman Avenue
Orange, CA 92866
949-215-5539 ext. 102
brian@communicationslab.com

Summary

As a 19-year public affairs professional, Brian thrives on challenge. Working best under pressure, he seeks out opportunities to make a positive difference by changing public attitudes and informing customers' decisions.

Education

Bachelor of Arts, Communications
Emphasis: Radio, TV, Film
California State University, Fullerton

Areas of Expertise

Project Management
Strategic Planning
Strategic Communications
Crisis Communications
Media Relations
Government Affairs
Video Production
Community Outreach
Spokesperson

President, Communications LAB

Orange, CA
2013-Present

Project Manager for Key Clients:

- Orange County Transportation Authority – I-5 South Improvement Project
- Transportation Corridor Agencies (The Toll Roads) – Tesoro Extension of the SR-241
- Poseidon Resources – Huntington Beach Seawater Desalination Facility
- San Diego Gas & Electric – South Orange County Reliability Enhancement
- County of Orange – Orange County Stormwater Program

Tactics, Skills, Program Implementation

- Strategic planning and timeline development
- Metric Measurements
- Community Outreach (Political Briefings, School Outreach, Speakers Bureau, etc.)
- Video Production
- Media Relations
- Crisis Communications Planning
- Social Media development and Online Outreach
- Multicultural Outreach

President, Faubel Public Affairs

Lake Forest, CA
2000 – 2013

Project Manager for Key Clients:

- Orange County Transportation Authority – I-5 South Improvement Project
- Transportation Corridor Agencies (The Toll Roads) – Tesoro Extension of the SR-241
- Poseidon Resources – Huntington Beach Seawater Desalination Facility
- San Diego Gas & Electric – South Orange County Reliability Enhancement
- County of Orange – Orange County Stormwater Program

Tactics, Skills, Program Implementation

- Strategic planning and timeline development
- Metric Measurements
- Community Outreach (Political Briefings, School Outreach, Speakers Bureau, etc.)
- Video Production
- Media Relations
- Crisis Communications Planning
- Social Media development
- Online Outreach

Resume: Martin McIntosh



Martin McIntosh

701 E. Chapman Avenue
Orange, CA 92866
949-215-5539 ext. 106
martin@communicationslab.com

Summary

Martin McIntosh is the Vice President of New Business and Operations. Joining Communications LAB in 2017, Martin brings over 25 years of experience in industries as varied as solid waste, water and transportation. Martin specializes in facilitating grassroots outreach briefing and meetings. McIntosh's research and analysis expertise, along with his understanding of key technical issues, allows the team to effectively execute communication and outreach strategies.

Education

Associate of Arts, Business Administration
Fullerton College, CA

Areas of Expertise

Translate Technical Information for Public Outreach Campaign
Facilitate Outreach Briefings
Grassroots Mobilization to include Geo-Mapping Results
Expertise in Research and Analysis
Stakeholder Database Management Systems
Message Development
Grassroots Mobilization

Vice President of Operations, Communications LAB

Orange, CA
2017 - Present

Provide project management for multiple clients, including:

- El Toro Water District – Recycled Water Expansion Project; Water Conservation and Water Supply Program
- San Bernardino County Transportation Authority – Redlands Passenger Rail Project
- Orange County Transportation Authority – I-5 South County Improvement Project
- City of Tustin – Water Department, Communications and Community Outreach Project Management

Tactics, Skills, Program Implementation

- Strategic planning and timeline development
- Metric Measurements
- Community Outreach (Political Briefings, School Outreach, Speakers Bureau, etc.)
- Video Production
- Media Relations
- Crisis Communications Planning
- Social Media development
- Online Outreach

Vice President, Thomas Communications Group, LLC

Mission Viejo, CA
2001 - 2017

Responsible for the management of day-to-day operations of the firm's client base. Provided project management for multiple clients, including:

- El Toro Water District – Water Conservation and Water Supply Program
- Santa Margarita Water District – Upper Oso Reservoir Outreach
- Trabuco Canyon Water District
- Transportation Corridor Agencies – Foothill South SR-241 – Grassroots Outreach
- City of Rancho Santa Margarita – Communications and Public Relations support
- Orange County Transportation Authority – I-5 South County Improvement Project
- ◇ Developed and implemented communications strategies, including managing graphic design and printing of collateral materials.
- ◇ Coordinated grassroots mobilization and community relations, including representing clients at community meetings and events and managing client databases.
- ◇ Served as technical advisor for presentations, database management and real-time mapping.

Resume: Justin Glover, APR



Justin Glover

1055 E. Colorado Blvd.
Pasadena, CA 91101
626-788-6553
justin@communicationslab.com

Summary

Justin is an experienced public affairs professional. Since 2011, he's worked with numerous public agencies and private firms in Southern California to deliver messages to residents and stakeholders.

Justin also spent nearly five years as a spokesperson for insurance giant State Farm. Before that, he worked for a statewide-elected cabinet member in Florida.

Education

Accreditation in Public Relations (APR)
Public Relations Society of America/
Universal Accreditation Board, 2012

Bachelor of Arts, English Literature
Florida State University, FL

Areas of Expertise

Project Management
Communications Strategy
Writing and editing
Public policy advocacy
Crisis Communications

Account Director, Communications LAB

Orange, CA
2011-Present

- Provided project management for public outreach on behalf Orange County Transportation Authority, Orange County Stormwater Program, various water districts and regional power and water infrastructure companies and well as private real estate developers seeking project approval.
- Provided communications strategy, planning and implementation for political candidates and elected officials including Anaheim Council Members Kris Murray and Trevor O'Neil, Orange County Supervisor Todd Spitzer and other local and state officials. Also served as a policy advisor.
- Managed the development of collaterals including press releases, op-eds, social media editorial calendars and strategies, print mailers, advertisements, videos, photography, etc.
- Provided event support at public meetings, luncheons, programs and fundraisers.
- Managed staff including account executives, graphic designers, web designers, account coordinators and interns.

Public Affairs Specialist/Spokesperson, State Farm Insurance

Tallahassee and Winter Haven, Florida
2006-2011

- Served as media contact for crisis communications in the state capital, managing relationships with dozens of print, radio, TV and online reporters across Florida.
- Served as a representative of the company in the halls of Tallahassee, Florida's state capital. Supported direct lobbying efforts and rallied grassroots behind the company's legislative agenda.
- Advised senior-level executives on internal and external communications.

Communication Coordinator/Spokesperson, Citizens Property Insurance Corp.

Tallahassee, Florida
2004-2006

Public Information Specialist, Chief Financial Officer's Office

Tallahassee, Florida
2001-2004

Resume: Kelsey Eiben



Kelsey Eiben

701 E. Chapman Avenue
Orange, CA 92866
949-215-5539
kelsey@communicationslab.com

Summary

As a 9-year communications and digital marketing professional, Kelsey is a highly efficient, detailed-oriented and organized professional who is constantly developing successful and creative solutions for her clients.

Education

Master of Arts, Political Science
Emphasis: Political Philosophy
Bachelor of Arts, Political Science

Areas of Expertise

Project Management
Strategic Planning
Strategic Communications
Crisis Communications
Media Relations
Digital Marketing
Online Communications
Advertising

Industries of Expertise

Transportation
Healthcare
E-Commerce
CPG
Non-Profits
Government Agencies
Law Enforcement
Beauty/Fashion
Entertainment
Campaigns

Sr. Account Manager, Communications LAB

Orange, CA
2020-Present

- Coordinated administrative tasks, virtual programming and managed event production, with a focus on social media and web communications, for South Orange County Economic Coalition, OCTax, and OC Forum.
- Managed staff including account executives, graphic designers, web designers, account coordinators and interns.

President, OC Strategies

Rancho Santa Margarita, CA
2013-Present

Tactics, Skills, Program Implementation

- Strategic planning and timeline development
- Project Management
- Serve PIO/Communications Liaison for Health System
- Media Relations
- Crisis Communications Planning
- Digital Marketing and Online Communications
- Traditional and Online Advertising
- Stakeholder Development
- Public Outreach
- Metric Reporting

President, Moxie Com

Santa Ana, CA
2017-2020

Tactics, Skills, Program Implementation

- Construct and Develop Digital Assets
- Digital Marketing and Online Communications
- Website Planning, Programming, Content Development
- Online Marketing/Geo-Targeting
- Social Media Optimization

Vice President-Public Affairs, Venture Strategic

Irvine, CA
2011-2019

Tactics, Skills, Program Implementation

- Project Management
- Advertising/Marketing Budget and Planning
- Media Relations -Earned Media Strategy Development
- Crisis Communications
- Stakeholder Development
- Online Outreach
- Public Affairs

Resume: Diana Moreno



Diana Moreno

701 E. Chapman Avenue
Orange, CA 92866
949-215-5539 ext. 120
diana@communicationslab.com

Summary

Creative and dynamic professional with experience in media/public relations. Proven track record of managing demanding media relations efforts and implementing media strategies across traditional and digital platforms in various languages. Expert proficiency in Spanish, Microsoft Office, Constant Contact, social media strategies, media buying and event planning.

Education

Bachelor of Arts, Political Science
Summa Cum Laude
California State University, Fullerton

Areas of Expertise

Project Management
Strategic Communications and Collaboration
Government Affairs
Community Outreach
Public Affairs & Policy

Certifications

Superior Court of California Leadership Academy (2012)
Orange County Leadership Academy (2013)

Awards

California State Senate Resolution No. 1155
Certificate of Appreciation from the Santa Ana Chamber of Commerce for Leadership in the English Works Program
Certificate of Recognition from California State Controller Betty Yee for Volunteer Income Tax Assistance Program
CSU Fullerton 2010 Outstanding Undergraduate Political Science Major Award

Account Manager, Communications LAB

Orange, CA
2019-Present

- Delivers effective account management services to diverse clients, including: Cigna, Oxford Preparatory Academy and various political candidates.
- Specializes in public outreach, media strategies, communications ascertainties, project management, event planning and political campaigns.

District Director, California State Senate

Sacramento, CA
2014-19

- Improved Senator's visibility by developing/executing press strategies that articulated Senator's district and legislative priorities to the public; corresponded with local and national media in English, Spanish and Vietnamese, arranged for media coverage of events and press conferences.
- Drafted press releases, op-eds, speeches, correspondence, newsletters and outreach materials, often produced in rapid response to breaking news.
- Produced and updated content on web page, Facebook, Twitter and Constant Contact accounts.
- Conducted legislative research, monitored statewide/local issues impacting 34th district, provided policy consultations on key legislative and district issues, organized community events, recruited, trained and managed volunteers, represented member on community task forces and public events, served as a constituent liaison with state agencies.

Policy Advisor, District Representative & Legislative Aide, County of Orange

Sacramento, CA
2011-2019

- Co-Managed media communications
- Planned district-wide community events to provide underserved communities with information and direct services. -Provided recommendations on County budget, operations, programs and proposed departmental actions, and action items for special districts and county organized health systems.
- Coordinated services with local municipalities and other regional governmental entities on County/public sector issues.

Resume: Diego Teran



Justin Glover

701 E. Chapman Avenue
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949-215-5539 ext. 109
diego@communicationslab.com

Summary

Diego Teran brings more than fifteen years of experience in translation projects in entertainment, legal, and consumer products. During his career he has coordinated award-winning television advertising campaigns, conducted primary brand research and managed contests for Latino outreach. Diego is fluent in four languages, holds a master's degree in Business Administration and is a certified legal translator in Spanish.

Education

Master of Business Administration
Cal State University, Long Beach

Bachelor of Arts, Marketing
Florida International University, FL

Associate of Arts, Fine Arts
Long Beach City College, CA

Certificate of Legal Interpretation
(Spanish)
So. California School of
Interpretation, Santa Fe Springs
Mobilization
Spokesperson - Bilingual

Areas of Expertise

Translation
Interpretation
Multicultural Outreach
Multicultural Marketing & Advertising
Public Outreach Campaigns
Hispanic Media Relations
Focus Group Facilitation Grassroots

Sr. Account Manager, Communications LAB

Orange, CA
2016-Present

- Manage multicultural campaigns in Spanish for Southern California Edison (SCE) and CalOptima.
- Managed SCE campaign that highlighted statewide Hispanic recipients of \$40,000 college scholarship on print, radio, T.V. and social media.
 - Earned Protos Award in multicultural campaign category
 - Earned Bravo National Award for Public Education campaign of the year from the Hispanic Public Relations Association
- Promote events that engage Hispanic population participation for CalOptima.
- Manage voice-overs and media production as needed for CalOptima's website and video assets.
- Facilitate focus groups for member needs assessment project for CalOptima.

Interpreter/Translator, Law Offices of Juan Laguna, Esq. and LRA Interpreters

Santa Ana, CA
2014-Present

- Interpret/translate legal documents for immigration proceedings and asylum seekers.
- Conduct simultaneous interpretation for Spanish-speaking defendants at deposition preparations.

Communication Specialist, The Walt Disney Company

Anaheim, CA
2012 - 2014

- Craft and execute communication plans that included video production, collateral production and editorial for Toys for Tots and Disney VolunteARS Community Fund internal campaigns. Toys for Tots campaign had a 30 percent increase in toy collection compared to previous year.
- Develop editorial content for The Disneyland Resort Line biweekly publication for an audience of 20,000 readers.
- Write and publish headlines for Disney Parks and Resorts intranet, with continuous monitoring of metrics to adapt and modify topics.
- Edit content and populate daily operational publication for Disneyland Resort managers.

Spanish Translator, The Walt Disney Company

Anaheim, CA
2006 - 2012

Resume: Jessica Van Oyen



Jessica Van Oyen

701 E. Chapman Avenue
Orange, CA 92866
949-215-5539 ext. 107
jessica@communicationslab.com

Summary

Jessica is Communications LAB's Award-Winning Graphics Manager. She has been awarded with top honors from the Orange County Public Relations Society of America for her design work on behalf of the Orange Unified School District, Orange County Transportation Authority and East Orange County Water District. Jessica is well versed in both illustration and digital mediums to create unique and original imagery.

Education

Bachelor of Fine Arts,
Graphic Design Emphasis
Magna Cum Laude
California State University, Fullerton

Areas of Expertise

Branding
Illustration
UI Design
Visual Design
Photography

Program Proficiency

Adobe Photoshop
Adobe Illustrator
Adobe InDesign
Adobe AfterEffects

Awards

Winner of the 2016 Influence Print
Excellence in Design Scholarship

Recipient of the Dean's List Award of
California State University, Fullerton from
Fall 2014 to Fall 2017

Personal oil painting chosen to be on display
in the Dean of Arts' Office for the 2015
School Year

Graphics Manager, Communications LAB

Orange, CA
2018 - Present

Lead Designer For Key Clients:

- **East Orange County Water District- Community Outreach Materials**
- **Centennial Real Estate - MainPlace Transformation Project Outreach**
- **Orange Unified School District - STEM Facility Groundbreaking Ceremonies (OHS, VPHS, EMHS, CHS)**
- **Orange County Transportation Authority - SR-57 Northbound Improvement Project; South County I-5 Improvement Project, SR-73 to El Toro Road**
- **Transportation Corridor Agencies - Community Outreach Materials**

Tactics, Skills, Program Implementation:

- **Strategic planning and timeline development**
- **Project research and development**
- **Branding strategy refinement**
- **Vector graphics creation**
- **Infographic research and design**
- **Photo editing for best image quality**
- **Target audience research and refinement**
- **Logo research and development**

Graphic Design Intern, Relished

Tustin, CA
September 2016 - December 2016

Lead Designer For Company Ad Campaigns:

- **Which Relished Girl Are You?**
- **One Dress, 5 Ways**
- **A Relished Halloween**
- **Give Thanks**
- **Simply Stylish Holidays**
- **Tactics, Skills, Program Implementation:**
- ◇ **Designed, illustrated, and scheduled content for their social media presence, online store front, various electronic marketing avenues, and printed material for industry expos.**
- ◇ **Worked in a team to plan out and execute promotional campaigns, with a focus on appealing to seasonal trends and a strong brand identity.**

Resume: Nick Kasunic



Nick Kasunic

1055 E. Colorado Blvd.
Pasadena, CA 91101
949-215-5539
nick@communicationslab.com

Summary

Nick comes to Communications LAB with a wide array of communications skills from non-traditional professional experiences. However, his strong community engagement expertise, knowledge of CBO partnerships and exceptional writing skills make him a welcome addition to the team.

Education

University of Pittsburgh, MFA program
University of Pittsburgh, BA English
Boys and Girls Club of America

Areas of Expertise

Community Outreach
Community Organization
Copywriting
Copyediting
Teaching & Training

Awards & Recognition

Losing Michael Malone 2011
Taube Fiction Award, 1st place 2013
"Mandela's Reflections" (boundary2.org) 2014
"Jose Esteban Muñoz: A Collage" (boundary2.org) 2014
Christian Service Award, Archdiocese of LA 2020

Account Coordinator, Communications LAB

Orange, CA
2022-Present

Project Coordinator for LA-Based Clients:

- LA Metro
- SGVCOG
- Cigna Healthcare

Cathedral High School

Los Angeles, CA
2016 - April 2022

- **Literature/Theology Teacher, 2016-April 2022**
Cultivate and guide project-based research, critical reading of literary, historical, philosophical, religious and scientific texts, spirited discussion, peer-reviewed writing and dynamic, community-based interaction. Inspire students to trace and transcribe the texture of their own memory and experience while associating with the surrounding sociopolitical landscape. We side-eye canons and mix media and genres to find momentary constellations of meaning.
- **Director of Service, Social Justice & Activism, 2017-April 2022**
In-house round table discussions, guest speaker series, research-based and truth-telling awareness campaigns, informed protests, changes made in solidarity; community-based outreach, volunteer work, public advocacy
- **Director of Student Activities, 2018-April 2022**
School-wide activities, fundraisers, educational challenges, community events, blood drives, family feud, functions, etc.

Freelance Writer

Pittsburgh, PA / Los Angeles, CA
2012 - 2016

Crows Run Pictures / Agency 1903, 2012-2015

- Copywriter and social content for accounts like Coca Cola, Bulova, American Eagle Outfitters, Lands' End, Westinghouse
- Creative copy and brand book for Kitsbow Cycling
- Collaborated with Photographers and Designers
- Writer/Creative Consultant for company content and copy

Sampsonia Way Magazine, 2013

- Translated and edited for writers in political exile
- Content creator: compiled "In the Words of the Persecutors" and created "Edward Snowden Files," a comprehensive timeline and analysis of Edward Snowden's information leaks
- Transcribed weekly community conversation about the ongoing gentrification and change of the historic North Side in Pittsburgh,

Contract Storyteller/Researcher/Content Creator, 2013-Present

- Ghostwriter/editor (project with person living with HIV)
- Lifestyles and white papers for Lovair bathroom fixtures
- Narratives crafted for doctorate psychology and rhetoric projects

Resume: Jorgie Sandoval



Jorgie Sandoval

701 E. Chapman Avenue
Orange, CA 92866
949-215-5539
jorgie@communicationslab.com

Summary

Jorgie is a talented logistics and production manager and Comm LAB's newest team member. Currently he coordinates events, social media and the Board of Directors for South Orange County Economic Coalition and OC Forum.

A native of South Los Angeles, Jorgie has personal knowledge of the project area and is a skilled one-on-one communicator. In addition, Jorgie is one of several bilingual members of the Comm LAB team and looks forward to working in underrepresented neighborhoods and communicating project information that affects these audiences.

Education

Bachelor of Arts, Psychology
Cum Laude
Cal State University, Long Beach

Associate of Arts, Psychology
Associate of Liberal Arts, Psychology
Santa Ana Community College, CA

Areas of Expertise

Program Coordination
Social Media Outreach
Event Tabling
Bilingual Outreach
Multi-cultural Strategies
Bilingual (Spanish)

Account Executive, Communications LAB

Orange, CA
2020-Present

- Coordinated administrative tasks, virtual programming and managed event production, with a focus on social media and web communications, for South Orange County Economic Coalition and OC Forum.
- Assisted in the development of collaterals including press releases, op-eds, social media editorial calendars and strategies, advertisements, videos, photography, etc.

Radio/MC/Podcast Producer, 22 West Media (CSULB)

Long Beach, CA
2017-2020

- Produced & research content for radio/podcast regarding mental health awareness.
- Booked interviews with student advocates, faculty, staff, administrators, & other relevant guests.
- Promoted radio station through on campus outreach events including lecture halls & other events.
- Uploaded & manage weekly social media content through Facebook, Instagram, & Mixcloud(podcast).
- Recorded & co-hosted "Brains Are Sexy" live radio show in recording studio.
- Mentored & trained new interns on soundboard, microphone, & editing studio.
- Reviewed content and research with the show's professional psychiatrist for validity and integrity.

Front Desk/Vehicle Wraps Specialist, Boss Wraps

Santa Ana, CA
2016-2018

- Created/processed estimates & invoices for project managers & clients using QuickBooks online.
- Scheduled & coordinated meetings with CEOs & Marketing Managers for company projects.
- Managed projects & delegated tasks online to staff members across the company.
- Answered 5-line phone calls & facilitated tours of the warehouse to new & existing clients.

Resume: Erin T. Bello



Erin T. Bello

701 E. Chapman Avenue
Orange, CA 92866
949-215-5539
Erin@communicationslab.com

Summary

Erin Bello has a mantra: "Leave a place better than I found it". This mission of excellence has followed her throughout her eclectic and accomplished career. She's left this legacy in industries like IT, Sales & Marketing, Homebuilding, and Advertising, and now boasts over 15 years of experience in managing professional and non-profit organizations.

With her education from the Fashion Institute of Design & Merchandising, as well as a Bachelor's in English from UCI, she brings her expertise and knowledge to our Association Management team as our Director of Association Management.

Education

Bachelor of Arts, English
University of California, Irvine

Areas of Expertise

Event Management, Guest Experience, Project Management, Customer Relations Management (CRM) Vendor Management, Executive & Team Training, Sponsor Relations

Special Skills

Salesforce
Microsoft Office
Adobe Creative Suit
CRM Applications

Director of Association Management

Orange, CA
2021-Present

- Leading the way in providing best-in-class association management and event production. Manages a team of professionals to provide associations with membership management, event production and staffing of all sizes, manage fiscal controls and reporting and engage in ongoing sponsor relations.

EVENT PLANNER/CONSULTANT

Irvine, CA
2016-2021

- Planning and execution of private and corporate events; managing all details from concept through delivery.

PROMO ACCOUNT COORDINATOR/CONTRACTOR

Irvine, CA
2021-2021

- Customer Development Team – working directly with Senior Account Manager on major pharmaceutical marketing campaigns for Allergan/AbbVie; overseeing campaigns of other various brand teams

TRADESHOW COORDINATOR

Tustin, CA
2019-2020

- Scheduling A/V professionals, staff and freelancers, for various meetings and events at venues across the nation, including Metropolitan Pavilion, Broadway shows, fashion shows, conferences, meetings and tradeshows.

REVENUE OPERATIONS COORDINATOR

Irvine, CA
2018-2019

- Working with the Revenue Operations Team, my duties included coordinating activities for the department, scheduling and calendar management for the VP of Operations, the VP of Credentialing, the Director of Dental Billing and the Director of Patient Payments.

TRADESHOW COORDINATOR/CONTRACTOR

Costa Mesa, CA
2017-2018

- Simultaneously coordinate and manage logistics for multiple seminars, meetings and tradeshows for CareCredit, a healthcare financial services provider.

Resume: Arman Abidnejad



Arman Abidnejad

701 E. Chapman Avenue
Orange, CA 92866
949-215-5539
arman@communicationslab.com

Summary

Arman Abidnejad, graphic designer here at Communications LAB, helping with all design needs on our team. He earned his degree in Graphic Design and Advertising in 2018, he has also worked at multiple start-ups in tech and wellness industry as well as variety of corporate experience. His attention to details and quality makes him a little bit of a perfectionist.

Education

Associates in Graphic Design from Orange Coast College

Areas of Expertise

Graphic Design
Branding
Social Media
Video Production
User Interface

Program Proficiency

Adobe Photoshop
Adobe Illustrator
Adobe InDesign
Adobe XD
Adobe Premier Pro
Canva
Salesforce (Pardot)

Certificates

UI/UX Design from Google.
Foundations of User Experience Design from The Georgia Institute of technology.
Certificate in Social Media Marketing, Digital Marketing and Multimedia Design from Orange Coast College

Graphic Designer - Communications LAB

Orange, CA
2022-Present

- Research and development for Graphic assets
- Branding and Brand identity
- Vector graphics creation
- Infographic design
- Social Media Graphics
- User Interface design
- User Research for website design
- Website design

Production Graphic Designer- Merchsource

Irvine, CA
2020-2020

- Converting packaging to digital assets for ECom and other digital needs, Creating banners for digital assets. Light retouching and photo editing for digital needs and Implement revision requests to artwork and deliver files to project owners.

Graphic Designer - Cryo Innovations

Newport Beach, CA
2018-2020

- Managed all of digital marketing plans and budgets, as well as creating creatives. and art work for the ads. Also was in charge of managing all social media channels and blog. Manage creative content on site and social media.

Senior Graphic Designer - Future of Fitness Inc.

Irvine, CA
2019-2020

- Creating all marketing assets and materials, Social media ads artworks as well as website graphics. In charge of all company wide graphics and visuals.

Jr. Graphic Designer - Wholesome Choice.

Irvine, CA
2012-2015

- Worked directly with the CEO and the marketing team to create assets for the store such as coupons, rack cards, posters, in-store signage and other assets. Also managed their social media channels.

Resume: Zane Toledo



Zane Toledo

701 E. Chapman Avenue
Orange, CA 92866
949-215-5539
zane@communicationslab.com

Summary

Zane is a creative content writer and copy editor for the Communications LAB team and has always had a strong passion for writing. He can quickly adapt to the varied professional writing styles required by Comm LAB and deliver projects on time in an organized fashion.

Education

Bachelor's Degree in English from Cal State Fullerton University.

Areas of Expertise

Microsoft Office, Microsoft Word, PowerPoint, and Excel, Online Research, Social Media: Twitter, Instagram, Facebook, Tumblr, Reddit.

Content Marketing - Communications LAB

Orange, CA
2021-Present

- Provides incredible customer service to the restaurant guests while also juggling all the side duties within the busy restaurant. Keeps the business organized and neat – always pays attention to details. Schedules meetings with fellow employees and managers to ensure quality customer service and restaurant goals are met.

Server - Olive Pit in Downtown Brea

Brea, CA
2019-2020

- Provides incredible customer service to the restaurant guests while also juggling all the side duties within the busy restaurant. Keeps the business organized and neat – always pays attention to details. Schedules meetings with fellow employees and managers to ensure quality customer service and restaurant goals are met.

Cashier - CVS Pharmacy

Brea, CA
2015-2019

- Converting packaging to digital assets for ECom and other digital needs, Creating banners for digital assets. Light retouching and photo editing for digital needs and Implement revision requests to artwork and deliver files to project owners.



Resume: Tanya Silerio



Tanya Silerio

701 E. Chapman Avenue
Orange, CA 92866
949-215-5539
narah@communicationslab.com

Summary

Tanya joined Communications LAB as an intern in 2021. She was later promoted to Public Affairs Associate in 2022.

Education

Bachelor's degree in communications from California State University, Dominguez Hills.

Areas of Expertise

Graphic Design
Branding
Social Media
Video Production
User Interface

Program Proficiency

Adobe Photoshop
Adobe InDesign
Microsoft Office
Audacity and Garageband

Public Affairs - Communications LAB

Orange, CA
2021-Present

- Tanya provides public affairs support for our Community Outreach Team. Tanya provides much needed supplemental staffing in the areas of event management, community booting, outreach campaigns, media relations, government affairs, administrative services, copywriting, and logistical support.

Care Taker - Cambrian Homecare

Long Beach, CA
2016-2020

- Typically work with special needs kids. Typically went to their house and help in bathing, feeding, homework, and anything else they might need. Due to experience I am capable of working with clients of various ages

Communications intern - Museum of Latin American Art

Long Beach, CA
2020-2020

- Helped organize museum website by using programs like Squarespace, Mailchimp, Mailjet, and Sprout Social. Helped send & write Press Releases. She was involved in planning events for the year (Afro-Latinx Festival, Artist Talk).

California State University Dominguez Hills

Carson, CA
2018-2020

- Writer for Compendium Magazine
- Editor for Compendium Magazine
- Member of PRSSA

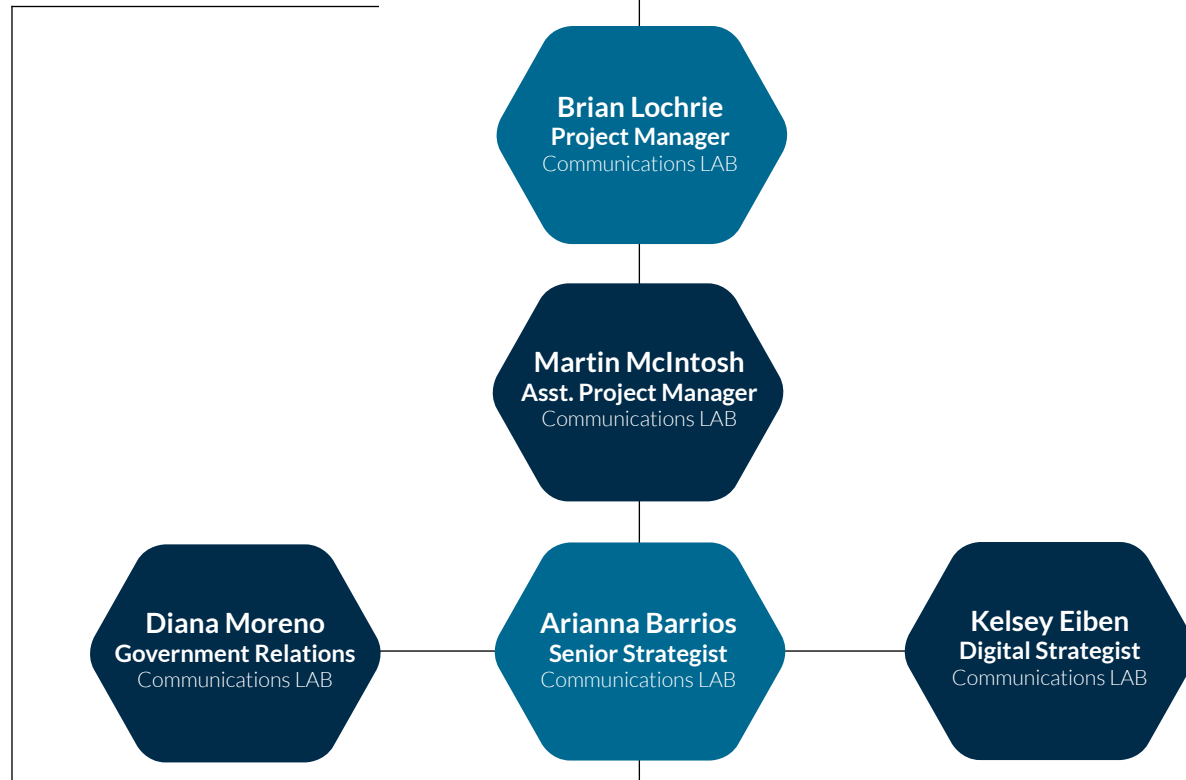


Organizational Chart

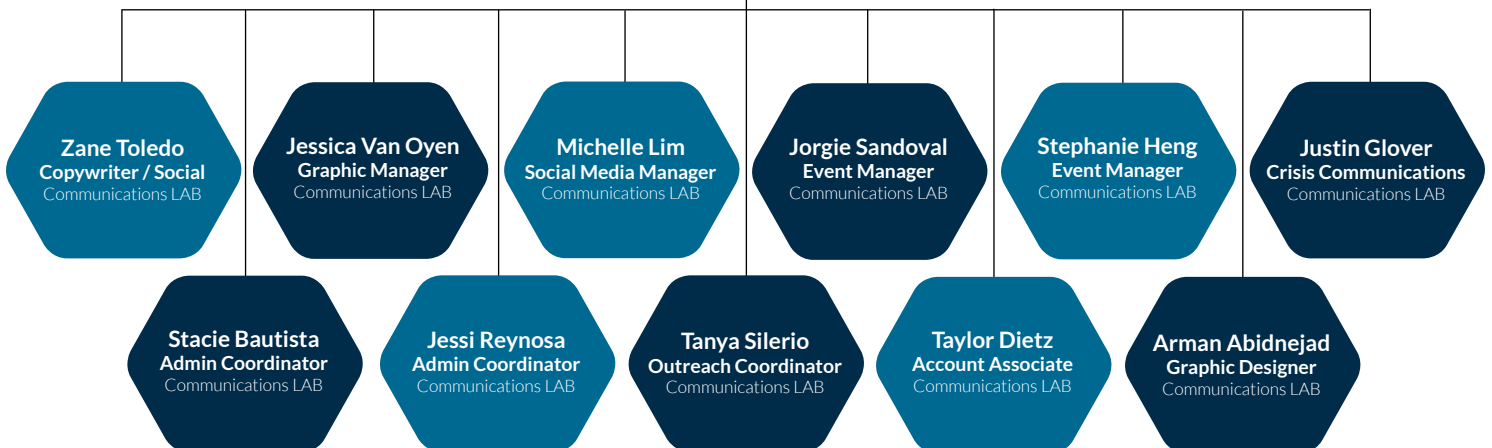
This staffing strategy provides consistent project management and exceptional leadership over the course of the engagement and ensures TIP is served in a cohesive manner with a core team of experts. Additional support staff can be provided as needed to supplement our efforts whenever necessary.

Orange County | Housing Finance Trust

Dedicated Team



Full-Service Support Team



EXPERIENCE



Prepared for:

**Orange County Housing
Finance Trust**

Proposal for:

Communications Services

As a respected vendor for a wide array of public agencies, the Comm LAB team is a trusted partner for creating, producing, and executing marketing and outreach programs from soup-to-nuts. Under the direction and guidance of a dedicated Project Manager, design and development are shepherded to completion with client input. Our team boasts a talented bench of design, editorial, copywriting and production professionals who are all committed to meeting the strategy and verifying the results through comprehensive metrics.

For this effort, the Trust has requested:

- Communications Strategy
- PIO / Public Relations Services
- Social Media Communications
- Digital Outreach
- As-Needed Services

PUBLIC RELATIONS SERVICES

Public Relations

Communications LAB team members are former journalists, crisis communications experts and public affairs professionals with decades of experience. We understand the media landscape across the region and can provide counsel on a wide variety of community affairs issues and message management. Our extensive government relations experience offers extended relational reach with gatekeepers in today's quickly consolidating media environment. We can leverage our personal and professional relationships to enhance the project goals and offer value-added cross pollination with our other clients to increase the organization's reach. These relationships include influential bloggers and online media outlets.



While the RFP does not specifically call out the need, our team can also provide crisis communication support. Several of our senior team executives have past experience manage high profile organizational crisis situations including employee strikes, weather related disasters and political crises.

We can assist your team by strategically evaluating your organizational communications efforts. We are often called in to conduct deep dive ascertainments to gauge the effectiveness of an agency's communications tools and channels then report our findings with recommendations. These communications audits can be invaluable tools that find obsolete tactics that, once left behind, save an organization time and budget.

Media Relations

Our media relations strategies begin with one simple premise: Keep the client apprised of media traction at all times. As stated previously, we begin this process by utilizing powerful project management tools. Not only does the system work as a tactical tracking tool, it is also a living archive for project information. The client will have direct access to these project management so that your team can monitor, in real time, the when, how and where outreach took place (or is scheduled) with any group that requires our attention and relationship building. Communications LAB's Brian Lochrie is

a senior practitioner of Public Relations and Media Management and will lead our efforts to reach all the target audiences through a variety of tactics.

As our strategy is put into action, we will oversee such tasks as:

- Outreach to Media
- Identify Members of Speakers Bureau & Spokesperson Bench
- Media Training, Murder Boarding for Designated Spokespeople
- Crafting Talking Points & FAQs

We are prepared to provide complete media relations support with specific expertise in working with ethnic media and journalists. Communications LAB has previously provided English- and Spanish-language spokespersons staff when needed, provided media hosts, translators and, when needed, can provide dedicated media relations services to ensure positive media attendance at events. If directed, we can provide detailed talking points, briefing documents, scripts, and media training for key executives who represent the Authority. These services include on-camera training, speech delivery and murder board sessions to prepare spokespersons for high profile, high pressure media situations.

Our coordinators will undertake media monitoring tasks (state-wide, national, & international) to keep the project team, and our stakeholders, informed with the latest news and information that may affect our strategy or provide insight to upcoming opportunities. We will develop an Earned Media Strategy so that as our efforts generate buzz and interest in the initiative, and we monitor the successful growth or organic story placement. This includes ethnic media and Latino media outreach specifically. Our relationships with media outlets and reporters will be powerful tools for the client to draw upon to reach unique communities.

Government Relations

Another core component of our team's strength is our extensive experience in public affairs. Communications LAB has been at the center of some of the region's largest, and sometimes controversial, initiatives. Our leader, CEO Arianna Barrios, is an elected official in her own right and offers more than 25 years in public policy experience. Our team provides monitoring of all municipal agendas, provides education to public officials, presentation support to local city councils and works to provide the advocacy platform the client may need for a new initiative.

Communications LAB is well-versed in connecting with, and continuously informing, government officials of the impact, progress, and communal benefits of public projects. Our team is experienced in supporting local decisionmakers by identifying how their assistance in disseminating project information to their constituents translates into good public policy and strong taxpayer stewardship. That's what we do at Communications LAB; we specialize in exploring every possibility of positive impact and highlight those items for key stakeholders addressing their very specific needs, concerns and, values regardless of their sector or agency, to create a strong, diverse regional network of support for each project.

Communications Training

For Communications LAB, one of our core values is to share our knowledge. We are inspired by communications and take great pride in our ability to train others to become communicators. Training programs, seminars, on-camera practice sessions and pre-debate practice sessions are all part of our toolkit. As a national member of the Public Relations Society of America, we have several team members who have achieved national APR accreditation and who lead certification training in turn.

Digital & Social Media

Communications LAB will assign staff to manage and update these electronic outreach tools under the supervision and approval of your team. Working together, we'll develop detailed online editorial calendars to prepare the distribution of information well in advance. These calendars, and the online tools we employ to work with our clients allow us to implement online marketing strategies that are consistent and timely. We are also well-versed in online ad buying and post-boosting that help our clients build an audience and enhances project engagement.



Digital Communications

In the COVID-era, digital strategies will be of even more importance as they have become the go-to channel for engaging diverse communities in this time of social uncertainty.

Communications LAB has been at the forefront of utilizing online platforms to conduct virtual meetings, digital engagement toolkits, advertising and events. Whether it's a public Zoom meeting or webinar, private video conferencing, Virtual Panel discussions, public meetings via Facebook and/or YouTube. Furthermore, we have been able to engage diverse audiences with simultaneous broadcasts in multiple languages ensuring that the entire community is engaged and included.

Social Media

Communications LAB is currently involved with the management and monitoring of social media channels for several clients. In addition to developing monthly proposed social media editorial calendars containing project information, we are also able to monitor social channels to determine stakeholder engagement. Our team boasts several members with social media management certifications and expertise. We utilize the latest outreach tactics with specialized marketing knowledge to craft specialized campaigns, conduct A/B testing, conduct multi-channel marketing and, when approved, funded multi-channel advertising campaigns. Our success in this realm has been awarded regionally and nationally. This includes the creation of virtual public affairs programming, virtual town halls and in-language content to reach the community on their terms.

A full copy of our typical KPI reports to clients (as shown at left,) can be found [here](#).

A sample monitoring process is included below:

- Step 1 - Build consensus with client about key words, pages, groups to monitor
- Step 2 - Track comments, posts, commenters, shares, likes, etc.
- Step 3 - Submit weekly report to project manager for review/feedback
- Step 4 - Develop responses for official communication channels to address issues.



Facebook / YouTube Live

Our team uses different live streaming platforms to increase participation convenience and information access for the public. Facebook Live allows Facebook users to watch and engage with the live webcast on a platform that is familiar to them. Communications LAB utilizes a third-party platform, Wirecast or Riverside FM, that allows us to simultaneously broadcast to a web page, Facebook and YouTube Live. This ability provides for maximum engagement with minimal cost but all the benefits of live engagement. It also allows the program to be beautifully branded and delivered in broadcast quality production value. Social media channels can be utilized prior to the broadcast to advertise and drive our targeted audiences to the broadcast with incredible efficiency and extensive metrics reporting for recording detailed analytics.



Tik Tok & Instagram

Our team uses different live streaming platforms to increase participation convenience and information access for the public. We are currently drawing in younger audiences for our various projects by utilizing video strategies on Tik Tok and Instagram Reels. These social media channels can be utilized prior to any broadcast or in-person public meeting to advertise and drive our targeted audiences to the broadcast with incredible efficiency, extensive metrics reporting, and detailed program analytics.

Website Design & Digital Strategies

The program's online presence and reach will be vital to its harnessing stakeholder power in the community and beyond. It will provide the key opportunity to promote the program's message, provide information to those we need to activate. In addition, the website will be the foundation for all online advertising, will be utilized as a platform for gathering analytics, and provide a source for collecting consumer data. Lastly, the website will be programmed and developed with SEO, UX/UI and mobile optimization. All of these elements will be discussed thoroughly with the client and the website will be built to today's standard with the ability to evolve when necessary.

CURRENT SOCIAL MEDIA & DIGITAL ACCOUNTS UNDER MANAGEMENT

- **City of Anaheim** - Councilmember Gloria Ma'ae - Facebook, Instagram, Twitter, Website
- **City of Cypress** - Facebook, Instagram, Tik Tok, LinkedIn, Twitter, Website
- **Ready OC** - Facebook, Instagram, Twitter, Tik Tok, Website
- **Safe OC** - Facebook, Instagram, Twitter, Tik Tok, Website
- **North Orange County Public Safety Collaborative** - Facebook, Instagram, Twitter, Tik Tok, Website
- **East Orange County Water District** - Facebook, Instagram, Twitter, Tik Tok, Website
- **Santa Margarita Water District** - Facebook, Instagram, Twitter, Tik Tok
- **OC Forum** - Facebook, Instagram, Twitter, Tik Tok, Website, Live Stream Programs
- **South Orange County Economic Coalition** - Facebook, Instagram, Twitter, Tik Tok, Website, Live Stream Programs
- **OC Tax** - Facebook, Instagram, Twitter, LinkedIn, Website, Live Stream Programs
- **City of Huntington Beach** - Facebook, Instagram, Twitter, News Website, Live Stream Programs
- **Orange County Black Chamber of Commerce** - Live Stream Programs
- **California Ambulance Association** - Facebook, Instagram, Twitter, Live Stream Programs
- **Yorba Linda Water District** - Facebook, Instagram, Twitter, Live Stream Programs

Project Experience: Ready OC & Safe OC



City of Santa Ana Police Department
60 Civic Center Plaza,
Santa Ana, CA 92701

Michael Smith, Police Officer | Homeland Security / UASI
Phone: (714) 536-5202
Email: MSmith5@santa-ana.org

In 2021, the City of Santa Ana in partnership with the City of Anaheim solicited to find a new contractor to manage and oversee the countywide Ready OC and See Something, Say Something programs funded by a grant from the federal government through Homeland Security. The search was the first time the programs had received new leadership in more than 10 years and Communications LAB was tapped to breathe new life into the emergency preparedness programs.

In nine short months, the Comm LAB team has conducted a massive overhaul of both programs that has included top to bottom strategy assessment, brand alignment, rebranding, new visual assets, two new websites, email outreach programs, partner development, microcampaigns and more. Of specific note, the Comm LAB team recognized the disconnect between the two program which kept the from efficiently working together. The See Something, Say Something was rebranded and relaunched under the name Safe OC at a press conference in early 2022. Together, the new programs have begun garnering attention countywide, drawing subscribers and impressive social media followings at a fastest pace in three months than either program had garnered in almost 10 years of existence.

Dates of Service: 2021 - Present
Contract Amount: \$400,000

Key Personnel: Kelsey Eiben, Mktg Strategist
Arianna Barrios, Manager
Michelle Lim, Social Media
Zane Toledo, Copy Writer
Jessica Van Oyen, Graphic Design



Make A Plan!

BE PREPARED for
the unprepared.



ReadyOC

5.3K followers · 624 following




Safe OC
Published by Hootsuite · January 31 ·

In Case You Missed It! Safe OC was a featured story on ABC7 Eyewitness News! Click to read the full article and learn more about how SafeOC is working together to help citizens protect themselves from cybercrime. <http://ow.ly/Xee950HINQt>

WATCH LIVE

Orange County authorities launch SafeOC initiative targeting cybercrime

By Jessica De Rosa
January 31, 2020 10:09 AM



SHARE
TWEET
EMAIL

SANTA ANA, Calif. (KABC) — Last summer, Richard Roll fell victim to cybercrime. Orange County authorities hope the SafeOC initiative will help protect others from doing the same.


Safe OC
Published by Hootsuite · January 31 ·

Check out [Behind the Badge's](#) latest coverage on SafeOC!

"A regional effort to stem the tide of cybercrime and victimization, which stretches far beyond fraud and identity theft, is the focus of SafeOC, a newly reinvigorated public safety website and campaign that is part of the national "See Something, Say Something" anti-terrorism network." Read more here -->



BEHINDTHEBADGE.COM
'SafeOC' aims to slow dramatic rise in online threats, crime - Behind the Badge



Grab & Go!

Full list on our website **ReadyOC**

ReadyOC
February 2 ·

Fit Your Kit! You can build a fast, inexpensive, and easy kit with a bucket! Visit <http://ow.ly/5D9V159e8k1> to find out how to build your kit.

#readyoc #fityourkit #buildakit #emergencykit

43 Shares

Like Comment Share

Write a comment...

You're commenting as Kathy Egan.

Project Experience: North Orange County Public Safety Collaborative



**NORTH ORANGE COUNTY
PUBLIC SAFETY COLLABORATIVE**

North Orange County Public Safety Task Force
Soo Elisabeth Kang, M.A. Asst. to the City Manager
City of Stanton
7800 Katella Avenue, Stanton, CA 90680
PH: 714.890.4274
EM: SKang@stantonca.gov

In 2019, the North Orange County Public Safety Task Force, a collaborative partnership between several North Orange County Police Departments, tapped Communications LAB to spearhead a state effort to increase awareness for the grant-funded group and help ensure the group received monies in the next grant cycle. Communications LAB in partnership with Cornerstone Communications developed a plan to conduct intense media relations activities and earned media strategies over a 1-year period. The effort was so successful that the Task Force garnered \$5 million in state and federal funding, far exceeding the initial \$2 million grant funding.

In nine short months, the Comm LAB team has undertaken an aggressive video production schedule showcasing the organization's success and partners. Furthermore, the team rebranded the organization from Task Force to Collaborative and rolled out a powerful new image and messaging platform, completely rebuild the agency's website and social media presence and fostered media attention from Sacramento to San Diego.

Dates of Service: 2019 - Present

Contract Amount: \$500,000

Key Personnel:

Arianna Barrios, Project Manager
Kelsey Eiben, Mktg Strategist
Michelle Lim, Social Media
Zane Toledo, Copy Writer
Jessica Van Oyen, Graphic Design

Services Provided

- Branding
- Marketing
- Develop social media and marketing campaigns
- Development of key messages
- Comprehensive public awareness campaign
- Video Production
- Media Relations
- Website Redesign & Digital Services



NORTH ORANGE COUNTY PUBLIC SAFETY COLLABORATIVE



C: 71 R: 35
M: 17 G: 31
Y: 5 B: 32
K: 0 #231F20



C: 97 R: 12
M: 72 G: 86
Y: 16 B: 146
K: 3 #0C5692



C: 0 R: 244
M: 63 G: 125
Y: 97 B: 37
K: 0 #F47D25



C: 0 R: 242
M: 73 G: 105
Y: 90 B: 50
K: 0 #F26932

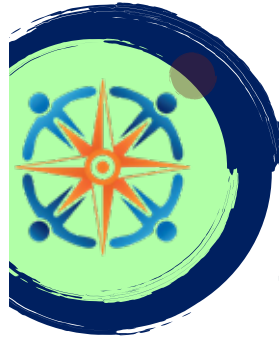


C: 0 R: 255
M: 0 G: 255
Y: 0 B: 255
K: 0 #FFFFFF



C: 75 R: 46
M: 65 G: 51
Y: 58 B: 56
K: 56 #2E3338

Futura PT (Light - **Bold**)



North Orange County Public Safety Collaborative

Coordinating & Advisory Board
Monthly Meeting

September 16, 2021
Buena Park Police Department

AGENDA

- A. Welcome
- B. Presentation
- C. Funding Update
- D. Community Based Organization Funding
- E. Collaborative Logo and New Name

ANAHEIM
BREA
BUENA PARK
CYPRESS
FULLERTON
LA HABRA
LA PALMA
ORANGE
PLACENTIA
STANTON
YORBA LINDA

7800 Katella Ave.
Stanton, CA 90680

714-890-4274

info@nocpublicsafety.com

www.nocpublicsafety.com



Project Experience: City of Huntington Beach



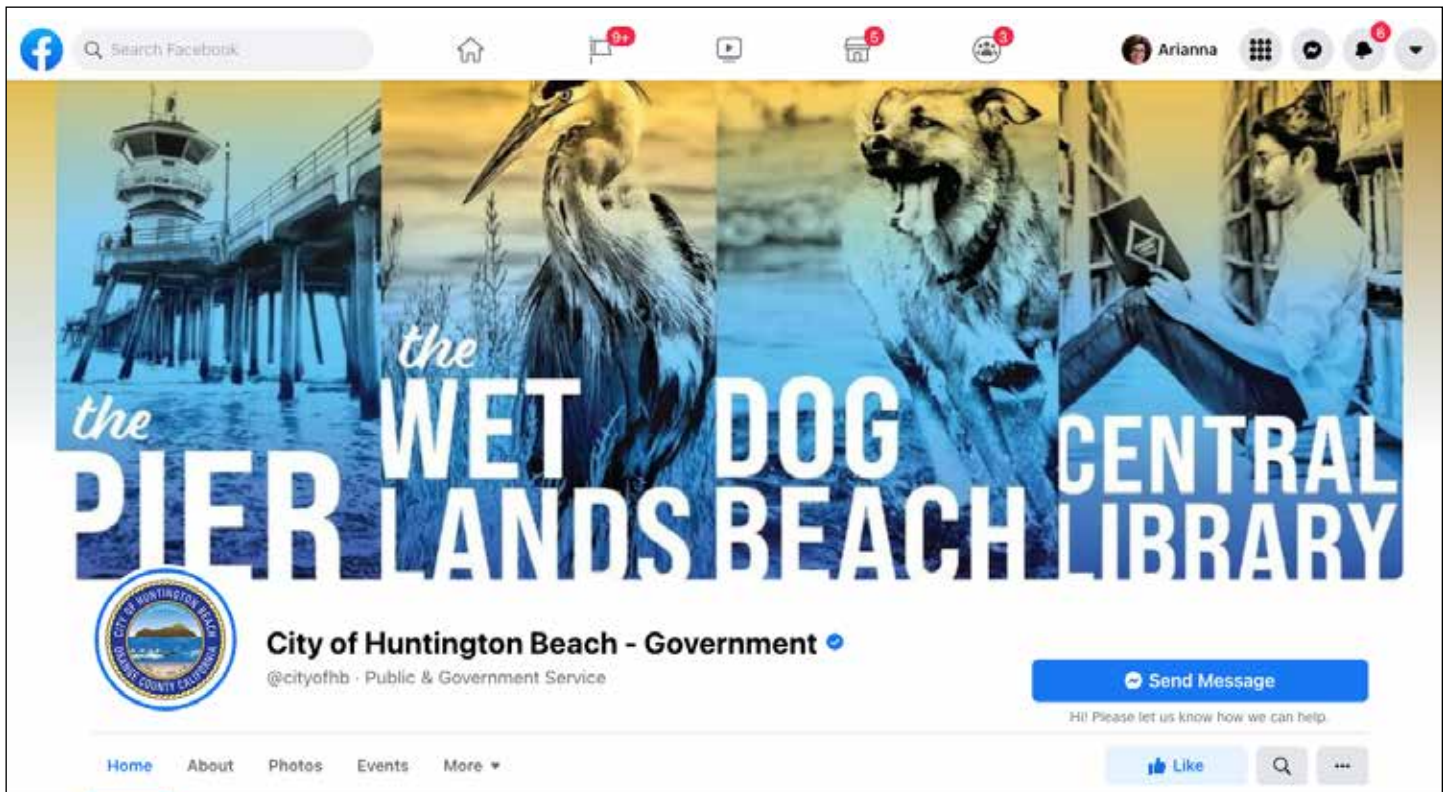
City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

Catherine Jun, Assistant to the City Manager
Phone: (714) 536-5202
Email: catherine.jun@surfcity-hb.org

First tapped in 2019, Communications LAB works with the City of Huntington Beach to improve community outreach, communications, and counteract misinformation about the City. Working directly with the office of the City Manager, Communications LAB has made its team available in a wide variety of areas including: crisis communications, graphic design, social media, video production, media training, event assistance, media relations, and more.

Over the past year, Communications LAB assisted the City in producing a series of Virtual Town Halls to connect residents with their city and county leaders and promote factual information about COVID-19, vaccinations, mental health awareness, and more. The Comm LAB team has also been asked to document city events and conduct interviews with local residents and businesses to share the stories of the “Real HB” to counter negative portrayals of the City at the national, state, and regional levels.

Shown below are a series of Comm LAB created street banners showcasing amazing places and assets around the City while the adjacent page highlights live, virtual events the agency has produced for the City.





Live Streaming City Events in HB

**BE WELL OC IN HUNTINGTON BEACH
LAUNCHES SEPTEMBER 16**

Please Join Us!

WHO: Andrew Do, OC Supervisor
Katrina Foley, OC Supervisor
Kim Carr, HB Mayor
Marshall Moncrief, Mind OC

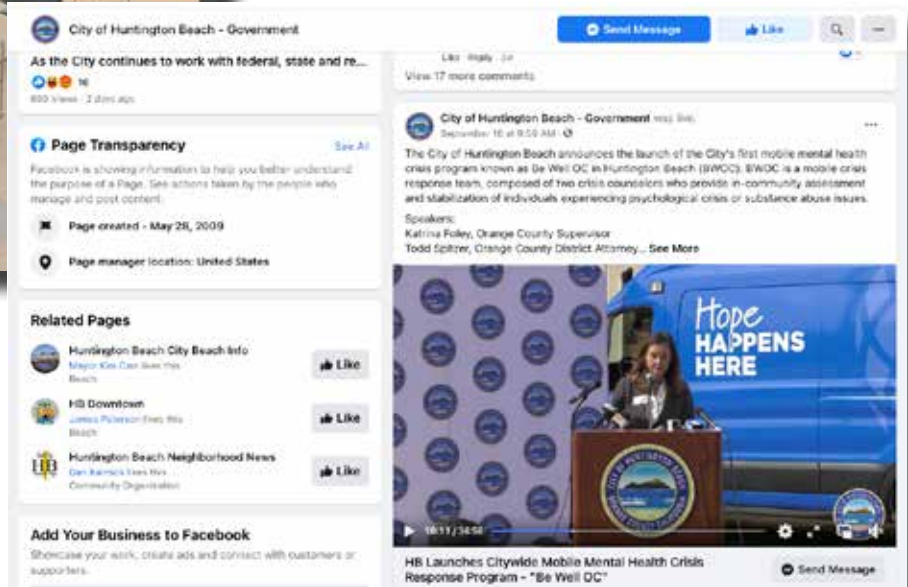
September 16, 2021 at 10AM

City Center Plaza
100 Main Street, 92648
media@surfcity-hb.org

The City of Huntington Beach invites you to attend a Press Conference about Be Well OC in Huntington Beach - an innovative mobile mental health crisis response program offered citywide.

Be Well OC is composed of two crisis counselors who drive to our residents experiencing mental health or substance abuse crises and provide assessment, stabilization and referral services.

www.BeWellHB.com



Key Personnel

- Project Manager – Brian Lochrie
- Strategic Communications – Arianna Barrios
- Director of Digital Strategies – Kelsey Eiben
- Outreach Manager - Diana Moreno
- Creative Director – Jessica Van Oyen

Project Experience: East Orange County Water District



Santa Ana Police Department
185 N. McPherson Road, Orange, CA 92869

Lisa Ohlund, Retired General Manager
Phone: 949-842-3351 (mobile)
Email: l.ohlund@me.com

East Orange County Water District (EOCWD) is one of the smallest wholesale and retail service providers of water in Orange County. Its service area covers areas of East Orange, Tustin and the unincorporated area of North Tustin. In 2014, EOCWD faced a crisis communications challenge and with a small staff of six, did not have the resources to develop the messages and adequately communicate these public education messages to their customers.

It was threatened by another water district, which wanted to own and operate the sewer system within the EOCWD wholesale and retail zone. We managed this crisis quickly and effectively despite being outgunned both financially and politically on the Local Agency Formation Commission (LAFCO) board.

Through an extensive and robust community outreach effort that focused on the benefits of local control and the efficiencies of small government, we were able to engage the local community and as a result we staved off this larger agency. In the end, thanks to our crisis communications strategy and implementation, EOCWD was able to earn the votes at LAFCO, which allowed our client to provide sewer service as well as water to its customers.

Outcomes Achieved

The crisis communications and outreach effort Communications LAB provided to EOCWD won the Orange County Public Relations Society's 2018 top prize, a Protos, for excellence in Public Affairs. In addition, Communications LAB successfully rebranded the agency and manages all social media, community outreach and Preparedness campaigns.

Dates of Service – 2019 to Present

Key Personnel

Project Manager – Brian Lochrie
Strategic Communications – Arianna Barrios
Director of Digital Strategies – Kelsey Eiben
Outreach Manager - Diana Moreno
Creative Director – Jessica Van Oyen
Copywriter - Zane Toledo

Services Provided

- Public Affairs
- Website Development
- Community Outreach
- Crisis Communications
- Graphic Design
- Social Media
- Micro Campaigns



HMP
HAZARD MITIGATION PLAN
County of Orange EOCWD

EOCWD
EAST ORANGE COUNTY
WATER DISTRICT

HAZARD MITIGATION PLAN

VIRTUAL PUBLIC MEETING

AUGUST 4, 2020
6:30 P.M.

\$100+ VALUE

GIVEAWAY: DISASTER PREPAREDNESS KIT

LIVE **LIVE** bit.ly/EOCWDHMP

Hazard Mitigation Plan (HMP)

Sustainable. Resilient.

The East Orange County Water District & EOCWD recently received a grant from the National Flood Insurance Program (NFIP) to develop a Hazard Mitigation Plan (HMP) for EOCWD to plan and implement a hazard mitigation plan. The plan will be developed with citizens taking lead and to development and to provide for disaster preparedness.

We're looking for input through the Hazard Mitigation Plan process. Our residents will be invited to attend EOCWD's Hazard Mitigation Plan public meetings and to provide input on the plan.

We invite the HMP steering committee to meet approximately every 2-3 weeks with an additional meeting for the public to provide input on the HMP. The steering committee will be made up of the following members:

HMP Steering Committee

- Project Lead - Chair
- Project Manager - Lead Chair
- Project Lead
- Project Lead
- Project Lead
- Project Lead

EOCWD invites to hold a town hall meeting to receive public input on the HMP. We invite you to attend!

866-528-5853 • www.eocwd.com/hazard-mitigation-plan

Virtual Public Meeting on Hazard Mitigation Plan

197 views • Uploaded on Aug 11, 2020

EOCWD EAST ORANGE COUNTY WATER DISTRICT

HMP HAZARD MITIGATION PLAN County of Orange EOCWD

EOCWD EAST ORANGE COUNTY WATER DISTRICT

LIVE **LIVE** bit.ly/EOCWDHMP

HMP HAZARD MITIGATION PLAN County of Orange EOCWD

EOCWD EAST ORANGE COUNTY WATER DISTRICT

DOUG DAVERT President, Board of Directors, EOCWD

EOCWD
EAST ORANGE COUNTY
WATER DISTRICT

HMP
HAZARD MITIGATION PLAN
County of Orange EOCWD

Want to have a say in how local government prepares for disasters? We invite you to attend!

WE ARE LIVE

LIVE **LIVE** bit.ly/EOCWDHMP

HMP HAZARD MITIGATION PLAN County of Orange EOCWD

EOCWD EAST ORANGE COUNTY WATER DISTRICT

EOCWD
EAST ORANGE COUNTY
WATER DISTRICT

DOUG DAVERT
President, Board of Directors, EOCWD

ROLES AND RESPONSIBILITIES

- Engage Community
- Develop Vision and Goals
- Provide Input & Review Draft Plan
- Be Champions for Hazard Mitigation

HMP HAZARD MITIGATION PLAN County of Orange EOCWD

EOCWD EAST ORANGE COUNTY WATER DISTRICT

HMP HAZARD MITIGATION PLAN County of Orange EOCWD

EOCWD EAST ORANGE COUNTY WATER DISTRICT

LIVE IN 30 MINUTES

LIVE **LIVE** bit.ly/EOCWDHMP

Our References

The following references have been provided who meet the stated request and may be contacted directly to provide reference that Communications LAB can provide all the stated services requested in this RFP.

City of Santa Ana (Ready OC / Safe OC Program Managers)

Community Outreach, Marketing, Digital Strategies, Social Media, Partnership Development 2021 - Present

Officer Michael Smith, Homeland Security / UASI
60 Civic Center Plaza, Santa Ana, CA 92701
Office: 714-536-5202
Email: MSmith5@santa-ana.org

City of Anaheim

Public Policy & Community Outreach January 2013 - Present

Jim Vanderpool, City Manager
200 South Anaheim Boulevard, Anaheim, CA 92805
Office: (714) 765-4311
Email: jvanderpool@anaheim.net

OC Forum

Communications Strategies, Marketing, Event Management & Public Affairs Services 2015 - Present

Kate Klimow, Chief Admin. Officer, Director of External Affairs, UCI
5141 California Ave., Suite 200, Irvine, CA, 92697
Phone: 949-824-7918 (mobile)
Email: kklimow@uci.edu

Southern California Edison

Hispanic Media Relations, Education Outreach, Crisis Communications 2015 - Present

8792 Tamarisk Circle, Westminster, CA 92683
Tammy Tran, Senior Manager, Government Relations, Local Public Affairs
Phone: 714-309-1032
Email: tammy.tran@sce.com

City of Huntington Beach

Community Outreach, Crisis Communications, Video Production & Awareness Campaigns 2019 - Present

Catherine Jun, Assistant City Manager
2000 Main Street, Huntington Beach, CA 92648
Phone: 714-536-5579
Email: catherine.jun@surfcity-hb.org

APPROACH



Prepared for:

**Orange County Housing
Finance Trust**

Proposal for:

Communications Services

Project Management

Our award-winning public relations, marketing, and community outreach expertise has taught us valuable lessons regarding the importance of creating targeted audience-focused communication strategies. Ours is never just a check-the-box approach. Rather, our dynamic strategy is living, breathing, and continuously tailored to target not only the general public, but the sensitive ‘community pockets’ that exist within them. We have successfully accomplished this approach in developing fruitful regional support networks for the projects we undertake. This is what sets us apart from the rest. Many firms don’t drill down to gain the knowledge necessary to be most effective in community engagement.

While we approach each project with the individual attention it deserves, our experience and the relationships our team has built throughout the region, are put to work on the client’s behalf. Our goal is always geared toward breaking down barriers, being sensitive and inclusive, and to place value on all voices in the discussion. You can rest assured that with Communications LAB’s expertise you’ll not only obtain the public education and outreach results you’re looking for, but you will also gain valuable insight as to the nuances that exist within the diverse region you serve.

Methodology

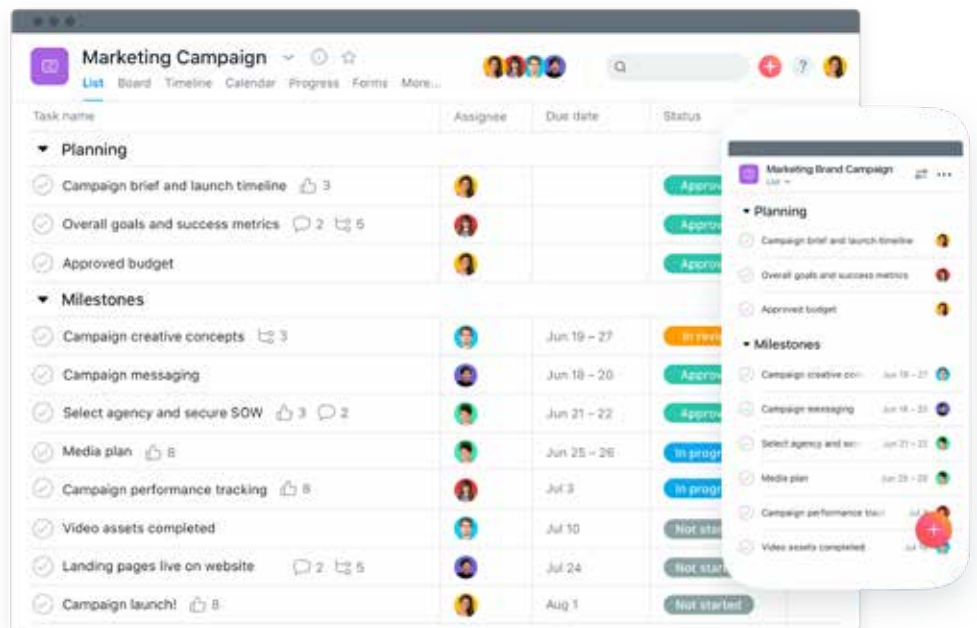
Within 15 days of receiving any new project, the team will provide a draft project management plan detailing the following:

- Organization of the team
- Decision-making processes
- Team member responsibilities
- Work schedule
- Quality assurance mechanisms
- Performance metrics

Our team utilizes the Public Relations Society of America’s RPIE method for developing outreach plans, which includes Research, Planning, Implementation and Evaluation.

Project Management - Asana

To provide the client with effective project management in real-time, Communications LAB uses an online, interactive project management software called “Asana”. This tool keeps our team on schedule, provides updates, the capacity to upload and share reports and databases but more importantly, keeps the team accountable. The program allows for the client and agency to stay in constant, real-time communication as tasks are added and completed. Each partner can view, review, and edit or add information as the program evolves, which is especially important when there are multiple branch sites within the organization that will be integral to the process.



Project Approach

“Communications LAB is a full-service one-stop shop with a talented team of experienced staff members - all of whom have political, public affairs or public agency experience. The LAB provided everything we needed to mount an extensive public outreach initiative that exceeded all expectations.”

*Scott Maloni, Vice President
Poseidon Water*

As the pre-eminent communications consulting firm in Orange County, Communications LAB has developed a targeted work plan to address the Scope of Services outlined in the Request for Proposals.

One of the most common concerns the public has about the way government is addressing the homeless crisis is that the tax dollars spent on the issue are not being used effectively and efficiently. Some of those concerns can be assuaged if the public was fully aware of the programs, services and housing that was being provided to people experiencing homelessness or on the verge of homelessness.

Communications LAB has developed a comprehensive communications and community outreach plan to keep the public notified, aware and involved in the Orange County Housing Finance Trust (OCHFT) and its activities and services to the community by adding thousands of new permanent supportive housing units and additional affordable housing opportunities to the Orange County community.

1. STRATEGY

Communications LAB has a great deal of experience in developing and executing a communications strategy designed to educate, inform and engage the public regarding the mission of the OCHFT.

This communications plan will include targeting both specific audiences as well as the general Orange County population. It will include such diverse elements as:

- Social media development and management
- Digital marketing (online advertising, email newsblasts, website enhancements)
- Earned media
- Third-party collaboration
- Graphic design development
- Video production services
- Virtual and in-person town hall events
- Government agency cross-collaboration and outreach
- Speaker's Bureau
- Faith-based outreach
- School outreach
- Service clubs / chambers of commerce
- HOA outreach
- Other key audiences based on discussion and collaboration with OCHFT staff

We will develop a two-year Communications Plan that will take a “crawl, walk, run” approach to the outreach. We suggest providing public education about the OCHFT activities using an “inside-out” approach, meaning that we educate the local municipalities including the Orange County cities and County Board of Supervisors about the efficiency and efficacy of the OCHFT programs and work our way out in concentric circles. Providing education and outreach to the school districts and other special districts, faith-based organizations, service clubs and chambers of commerce and HOAs.

Concurrently we will develop a digital marketing strategy to educate the public about OCHFT’s successes, which will include video stories and vignettes, social media posts through all platforms and virtual town halls to discuss the challenges, opportunities and successes of the OCHFT program.

We will also use our relationships in the media to pitch stories to local and regional news outlets.

With two full-time and one-part time graphic design specialists, we have the talent, ability, and bandwidth to provide the design elements this program will require for all digital and collateral material pieces necessary.

We have implemented a similar communications plan successfully very recently with both the North Orange County Public Safety Collaborative and the Ready OC and Safe OC programs.

**The Future of:
THE DELTA
VARIANT**

30
OC FORUM

Friday, August 27th
@ 12 p.m.
commlab.tv/OCFDeltaVariant
f LIVE ▶ LIVE

SEGMENT 1
Presented by
UCI & UCI Health

Steve Goldstein,
Vice Chancellor,
UCI Health Affairs
(Moderator)

**Dr. Regina
Chinsio-Kwong,**
Deputy Health Officer,
OC Health Care Agency

**Bernadette M.
Boden-Albala,**
Director, Founding Dean,
Public Health Program, UCI

Dr. Shruti K. Gohil,
Associate Medical Director,
Epidemiology and Infection
Prevention, UCI Health



2. PUBLIC INFORMATION OFFICER

Communications LAB is experienced in serving as the public information officer for its clients both public and private. We serve in that role for the North Orange County Public Safety Collaborative, which has as one of its three core tenants to address homeless outreach and intervention efforts through collaboration between cities, public safety officers and community-based organizations.

We also serve in the PIO role for many of the non-profit associations we manage including the Building Owners and Managers Association (BOMA), the Institute of Real Estate Management (IREM), the Orange County Taxpayers Association (OC Tax), the Orange County Forum and others.

We also provide media relations and messaging support for many of our clients who have PIOs or Communications Directors such as the Cities of Cypress and Huntington Beach, several water districts throughout the County and corporate clients such as Southern California Edison and Disneyland.

We have an excellent relationship with the local media including reporters and editors at the Orange County Register, Los Angeles Times and Voice of OC. We also know the Orange County reporters for the electronic media serving Southern California including KABC7, KNBC4, KCAL9/KCBS2, KTLA5 and KTTV11. We're also familiar with the editorial board managers at the OC Register, LA Times and Voice of OC and would be pleased to set up editorial board briefings at the appropriate times.

We have former journalists on our team who have decades of experience in drafting news releases, and we suggest accompanying them with “VNRs” or video news releases as well to enhance the opportunities for electronic media interest.

The President of our firm, Brian Lochrie, is a former television journalist who often provides media training for clients. He has served in the PIO position for many of our clients and can serve in that role for the OCFHT.

We have the capacity and the expertise to develop and distribute the approximate 14 news releases annually the OCFHT will require.

Op-Ed articles can be an excellent tool that provides earned media opportunities and third-party support. Once published, these op-ed articles can be shared through social media and digital marketing and advertising as well. (NOTE: Advertising and social media “boosts” require separate budget support)

We have the technical expertise to provide website updates, email news blasts and PowerPoint development and edits. We also have experience in developing Annual Reports and providing an attractive, but user-friendly graphic design elements to the reports that highlight the key components. We often recommend developing an accompanying “infographic” of the key statistics and numbers related to the report to make it more digestible to the public.

3. SOCIAL MEDIA COMMUNICATIONS

Communications LAB has a full staff of social media managers, writers, graphic designers and a digital media director to oversee the team.

Many of our clients come to us with underutilized, undeveloped and sometimes non-existent social media channels. We create the channels on various platforms appropriate to the client audiences, develop the content, manage the posts through Hootsuite and develop social media calendars one-month in advance so the client will have ample time to review and approve the content.

As part of our social media content development, we have professional photographers and videographers on staff to get visual content and we use a variety of social media software programs including Canva to develop the social media graphics and videos.

For the OCHFT, we will not only develop a social media program to promote the messaging, programs and services of the organization, but we will also use the platforms to promote appropriate synergistic messaging from our program partners within the government, service agencies and advocacy groups.

Our focus as outlined in the RFP will be on the OCHFT’s existing social media accounts on LinkedIn, Facebook and Twitter, but we will explore adding Instagram to the portfolio as well.

4. AS NEEDED SERVICES

Communications LAB encourages the OCHFT to contact our existing and former clients to understand the level of service “over and above” we provide.

From event management to copywriting, we are a full-service communications consulting firm with experts across the board in every aspect of the communications field.

With a full staff of 22 employees, we stand by to assist OCHFT with other “as needed services” and are always ready to help with “other duties as assigned.”

FORMS



Prepared for:

**Trauma Intervention
Programs, Inc.**

Proposal for:

Communications Services

ATTACHMENT C
STAFFING PLAN



I. Primary Staff/Key Personnel to perform Contract duties

Name	Classification
Brian Lochrie	PROJECT MANAGER - PIO
Martin McIntosh	ASST PROJECT MANAGER
Kelsey Eiben	DIGITAL & SOCIAL STRATEGIES
Arianna Barrios	STRATEGIC COMMUNICATIONS
Diana Moreno	GOVERNMENT RELATIONS
Michelle Lim	SOCIAL MEDIA MANAGER
Zane Toledo	COPYWRITER & SOCIAL MEDIA COOR.

(Additional lines may be added if necessary)

II. Alternate Staff/Key Personnel (for use only if primary is not available)

Name	Classification

(Additional lines may be added if necessary)

Contractor understands that those individuals represented as assigned to the project must remain working on the project throughout the duration of the project unless otherwise requested or approved by the Trust. Substitution or addition of Contractor’s Key Personnel in any given classification/title shall be allowed only with prior written approval of the Trust Project Manager. During the Term of this Contract, Contractor shall maintain a business office in Southern California.

The Contractor may reserve the right to involve other Contractor personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to Trust written approval. Trust reserves the right to have any of Contractor personnel removed from providing Services/Deliverables to Trust under this Contract. Trust is not required to provide any reason for the request for removal of any Contractor personnel.

III. SUB-CONTRACTOR(S)

NONE



Attachment 3

Conflict of Interest Disclosure Statement

Disclosure Policy

It is the policy of the Trust to ensure that firms and individuals providing services to the Trust are not subject to organizational conflicts affecting their objectivity or their ability to provide impartial assistance or advice to the Trust. This form requires certain relationships to be disclosed to the Trust so that it may determine whether a potential organizational conflict exists and whether mitigation measures may be implemented so as to allow the firm or individual to perform services notwithstanding such potential conflict. Relationships with the following entities must be disclosed:

- 1) Any firm, individual, partnership, corporation, association, or other legal entity currently retained for services by a developer of affordable housing or service provider for families and individuals at risk of or experiencing homelessness.
- 2) Any firm currently retained or which may be retained for services by the County of Orange or any member city of the Trust or other public entity within Orange County, California (see list of member agencies below).

Disclosure

- 1) _____ Consultant **IS NOT** currently retained for services as defined in the Disclosure Policy above.
- 2) X Consultant **IS** currently retained for services as defined in the Disclosure Policy above.

a) Consultant is retained for services by the following member agencies of the Trust

<u> X </u>	County of Orange	_____	City of Lake Forest
_____	City of Aliso Viejo	_____	City of Laguna Beach
<u> X </u>	City of Anaheim	_____	City of Laguna Hills
_____	City of Buena Park	_____	City of Laguna Niguel
_____	City of Costa Mesa	_____	City of La Habra
_____	City of Dana Point	_____	City of Mission Viejo
_____	City of Fountain Valley	_____	City of Newport Beach
_____	City of Fullerton	<u> *</u>	City of Orange
_____	City of Garden Grove	_____	City of Placentia
<u> X </u>	City of Huntington Beach	_____	City of San Juan Capistrano

** Firm not retained by City of Orange but CEO Arianna Barrios serves on Orange City Council*

X City of Santa Ana
 X City of Stanton

 City of Tustin
 City of Westminster



b) Consultant is retained for services by the following other public agencies and public or private entities within Orange County, California. (List individually.)

- | | |
|--|--|
| Anaheim | Moulton Niguel Water District |
| Astiva Health | North Orange County Public Safety Collaborative |
| Building Owners & Managers Association | Orange County Forum |
| Black Chamber of Orange County | Orange County Taxpayers Association |
| California Ambulance Association | Ready OC |
| CIGNA | See Something / Say Something OC |
| County of Orange | Santa Margarita Landscape and Recreation Council |
| Disneyland Resort | Santa Margarita Water District |
| East Orange County Water District | Southern California Edison |
| Huntington Beach | South Orange County Economic Coalition |
| Institute of Real Estate Management | UCI Mind |
| Keystone Pacific | VinZero |
| Lumitron Technologies | Yorba Linda Water District |

c) Please describe briefly those services potentially affected by this Disclosure:

To our understanding based on the scope of services outlined in the RFP, no services to any of our clients would potentially affect the OCHFT other than the potential for collaboration and synergy.

Consultant is required to disclose to the Trust, in writing, any services relationship which may be entered into during the term of the Contract, which violates or appears to violate the intent of this Disclosure:

Communications LAB

Consultant

June 17, 2022

Date



Authorized Representative

CEO

Title


Attachment 4

Compensation Proposal

Enter below the proposed price for full compensation to proposer for full and complete performance of the Services identified in the RFP Scope of Services. Prices shall include direct costs, indirect costs, profit, and any other costs associated with providing the services as described in this RFP.

Monthly Fee, including expenses: \$ 12,500

Proposer Name: Communications LAB
Address: 701 E. Chapman Ave.
 Orange, CA 92866
Phone Number: 949-215-5539

Signature: 
Printed Name: Arianna Barrios
Title: CEO
Date: June 17, 2022

Attachment 5

Disclosures of Contributions

To be completed with the submission of any proposal.

Prime Firm's Name: Communications LAB

Party's Name: Communications LAB

Party's Address: 701 E. Chapman Ave.

Street	<u>Orange</u>	<u>CA</u>
City	<u>92866</u>	<u>State</u>
Zip Code		<u>(949) 215-5539</u>
		<u>Phone Number</u>

Board Member(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the 12 months preceding August 25, 2021 (see attached lists):

Name of Member: N/A

Name of Contributor (if other than Party): _____

Date(s): _____

Amounts(s): _____

Name of Member: N/A


Name of Contributor (if other than Party): _____

Date(s): _____

Amounts(s): _____

If no contributions are noted above, I hereby certify that no contributions have been made by the Party identified above to any of the Trust's Board of Directors.

Date: June 17, 2022



Signature of Party and/or Agent



Request for Proposal

Strategic Communications Services

PREPARED FOR:

Orange County Housing Finance Trust

PREPARED BY:



Communications LAB

701 E Chapman Avenue, Orange, CA 92866

P: 949-215-5539 • E: arianna@CommunicationsLAB.com

W: www.CommunicationsLAB.com



MEMORANDUM

TO: Adam Eliason, Manager, Orange County Housing Finance Trust
Grant Henninger, Principal, Mobius Planning

FROM: Brian Lochrie

DATE: August 26, 2022

SUBJECT: Revised Proposed Scope of Work

Thank you for the conversation on Wednesday, July 13 to discuss a more focused communications consulting contract that better fits the needs and the budget of the Orange County Housing Finance Trust (OCHFT).

In order to provide the OCHFT with a more targeted scope of services given its limited budget, we propose the following:

1. Strategic Communications Consultation and Support

Brian Lochrie, President of Communications LAB, will provide strategic advice, consultation and support to OCHFT. Brian will serve as the primary point of contact for the OCHFT and will manage the account. We recommend meetings every other week with specific tasks and deadlines depending on the needs of the OCHFT.

Tasks may include coordination with the public information officers of the member cities to provide updates about OCHFT activities and developing presentations for OCHFT representatives to make to their member cities.

Additionally, we will develop key messages for the OCHFT and coordinate with the media to either serve as the spokesperson for the organization or provide the media training necessary to allow OCHFT staff to serve as the spokesperson with the media.

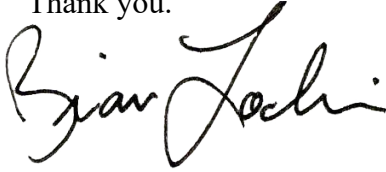
We have relationships with many of the key Orange County reporters and can assist with media pitching and media management.

While our typical consultation fees range between \$10,000 to \$15,000 per month, we recognize the importance of the programs and services the OC Housing Finance Trust will provide and recognize that our consultation support will be limited to an advisory level. Therefore, we are proposing to provide these support services for \$2,750 per month from October 1, 2022 through June 30, 2023.

In the event the OC Housing Finance Trust values the services we provide during that time, we are hopeful the board might consider a more robust financial investment into its communications plan for the next fiscal year.

I am available to answer any questions or discuss the matter further.

Thank you.

A handwritten signature in black ink that reads "Brian Lochrie". The signature is written in a cursive, flowing style.

Brian Lochrie
President
Communications LAB

**CONTRACT
BETWEEN
ORANGE COUNTY HOUSING FINANCE TRUST
AND
Communications LAB
FOR
Marketing Services**

This Contract for State Legislative Advocacy Services, hereinafter referred to as “Contract” is made and entered into as of the date fully executed by and between the Orange County Housing Finance Trust, a California public agency formed pursuant to California Government Code section 6500 et. seq. with a place of business at 1 League #62335, Irvine, CA 92602: hereinafter referred to as “Trust”, and Communications LAB with a place of business at 701 E. Chapman Ave., Orange, CA 92866; hereinafter referred to as “Contractor”, with Trust and Contractor sometimes referred to as “Party”, or collectively as “Parties”.

ATTACHMENTS

Attachment A – Scope of Work
Attachment B – Compensation/ Payment
Attachment C – Staffing Plan

RECITALS

WHEREAS, Trust issued a Request for Proposal (RFP) for Marketing Services; and

WHEREAS, the Contractor responded and represents that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the Trust Board of Directors has authorized the Trust Manager or their designee to enter into a Contract with Contractor for Marketing Services; and

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLES

I. GENERAL TERMS AND CONDITIONS:

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such

court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. Entire Contract:** This Contract, including Attachments A, B, and C which are attached hereto and incorporated herein by this reference, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on Trust unless authorized by Trust in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any Trust employee or agent, including but not limited to installers of software, shall not be valid or binding on Trust unless accepted in writing by Trust's Agent or designee.
- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on Trust unless authorized by Trust in writing.
- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery:** Time of delivery of goods or services is of the essence in this Contract. Trust reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind Trust to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by Trust. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by Trust.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by Trust, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of Trust, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) merchantable and good for the ordinary purposes for which they are used, and 2) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold Trust and its indemnitaries as identified in paragraph "Z" below, and as more fully described in paragraph "Z,"

harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by Trust by reason of the failure of the goods/services to conform to such warranties, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes. Such remedies shall be in addition to any other remedies provided by law.

- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold Trust and Trust Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of Trust. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of Trust shall be invalid and shall constitute a breach of this Contract.
- J. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. Termination:** In addition to any other remedies or rights it may have by law, Trust has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by Trust of its right to terminate the Contract shall relieve Trust of all further obligation.
- L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. Independent Contractor: Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of Trust. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through Trust.

N. Performance: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to Trust's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of Trust required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. Insurance Provisions: Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the Trust that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the Trust during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by Trust from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by Trust representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the Trust's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the Trust harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the Trust at its sole cost and expense with counsel approved by Board of Directors against same; and

- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the Trust was the insured.

If the Contractor fails to maintain insurance acceptable to the Trust for the full term of this Contract, the Trust may terminate this Contract.

Qualified Insurer:

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the Trust retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made per occurrence

Required Coverage Forms:

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements:

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *Trust, its elected and appointed officials, officers, agents and employees* as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the Trust shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *Trust, its elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.

All insurance policies required by this Contract shall waive all rights of subrogation against the Trust, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify Trust in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to Trust. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the Trust may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interest's clause also known as a "separation of insured" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

Trust expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by Trust Risk Manager as appropriate to adequately protect Trust.

Trust shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with Trust incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and Trust shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. Changes:** Contractor shall make no changes in the work or perform any additional work without the Trust's specific written approval.

Q. Change of Ownership/Name, Litigation Status, Conflicts with Trust Interests:

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the Trust agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the Trust.

Trust reserves the right to immediately terminate the Contract in the event the Trust determines that the assignee is not qualified or is otherwise unacceptable to the Trust for the provision of services under the Contract.

In addition, Contractor has the duty to notify the Trust in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the Trust in writing if the Contractor becomes a party to any litigation against the Trust, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and Trust that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the Trust any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the Trust of its status in these areas whenever requested by the Trust.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with Trust interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence Trust staff or elected officers in the performance of their duties.

R. Force Majeure: Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to Trust within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. Confidentiality: Contractor agrees to maintain the confidentiality of all Trust and Trust-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

Contractor's confidentiality obligations in this Contract and the obligations of this Section shall survive the termination or expiration of the Contract and all related subordinate contracts.

- T. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by Trust in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by Trust. Contractor acknowledges that Trust is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold Trust and Trust Indemnities harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. [INTENTIONALLY OMITTED.]
- V. Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by Trust, and hold harmless, the Trust, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the Trust or both in connection with any alleged violation of any Federal or State statutes or regulations

pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by Trust, and hold Trust, its elected and appointed officials, officers, employees, agents and those special districts and agencies which Trust's Board of Directors acts as the governing Board ("Trust Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and Trust by a court of competent jurisdiction because of the concurrent active negligence of Trust or Trust Indemnitees, Contractor and Trust agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. Audits/Inspections: Contractor agrees to permit the Trust's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the Trust) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The Trust will provide reasonable notice of such an audit or inspection.

The Trust reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the Trust to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the Trust's project manager.

BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to Trust; and inclusion of sufficient funding for the services hereunder in the budget approved by Trust's Board of Directors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, Trust may immediately terminate or modify this Contract without penalty.

CC. Expenditure Limit: The Contractor shall notify the Trust assigned Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The Trust will not be responsible for any expenditure overruns and will not pay for work

exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

II. ADDITIONAL TERMS AND CONDITIONS:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the Trust will procure services from Contractor as set forth in the Scope of Work, attached hereto as Attachment A and incorporated by this reference.
2. **Term of Contract:** This Contract shall commence on October 1, 2022 or upon execution of all necessary signatures, whichever comes later, and continue until June 30, 2023, unless otherwise terminated by Trust. The parties have the option to extend the contract upon mutually agreeable terms. In no event may this Contract exceed five years.
3. **Compensation/Payment:** The Contractor agrees to accept the specified compensation, as set forth in Attachment B – Compensation/Payment, as full remuneration for performing all services and materials called for. The Contractor assumes responsibility for performance of all its duties and obligations hereunder.
5. **Usage:** No guarantee is given by the Trust to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the Trust, at rates/prices listed in the Contract, regardless of quantity requested.
6. **Adjustments-Scope of Work:** No adjustments made to the scope of work will be authorized or paid for without prior written approval of the Trust assigned Agent.
7. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
8. **[INTENTIONALLY OMITTED.]**
9. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the Trust may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Terminate the Contract immediately, pursuant to Section K herein;
 - b. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d. Offset against any monies billed by the Contractor but yet unpaid by the Trust those monies disallowed pursuant to the above.

- 10. Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
- 11. [INTENTIONALLY OMITTED.]**
- 12. Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the Trust. The Trust assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the Trust are expressly stated in the Contract.
- 13. Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the Trust. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence Trust staff or elected officers from acting in the best interests of the Trust.
- 14. Conflict of Interest – Trust Personnel:** The Trust Board of Directors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any Trust employee for any purpose.
- 15. Contractor’s Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the Trust. Storage of records in another county will require written approval from the Trust assigned Agent.
- 16. Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by

background investigation and reference checks, coordinated by the agency/department issuing this Contract.

- 17. Covenant against Contingent Fees:** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of getting business.

For breach or violation of this warranty, the Trust shall have the right to terminate this Contract in accordance with the termination clause and, its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee from the Contractor.

- 18. Data-Title to:** All materials, documents, data or information obtained from the Trust data files or any Trust medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the Trust. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the Trust. All materials, documents, data or information, including copies, must be returned to the Trust at the end of this Contract.

- 19. Debarment:** Contractor certifies that neither contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where contractor as the recipient of recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.

20. Disputes – Contracts:

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the Trust's Project Manager, such matter shall be brought to the attention of the Trust Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the Trust, on its own initiative, has already rendered such a final decision.
2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and

E-mail: brian@communicationslab.com

For Trust:

Orange County Housing Finance Trust
Attn: Adam Eliason
1 League #62335 Irvine, CA 92602
Phone: (909) 706-7193
Email: aeliason@ochft.org

24. Ownership of Documents: The Trust has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the Trust and may be used by the Trust as it may require without additional cost to the Trust. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the Trust.

25. Precedence: The Contract documents consist of this Contract and its attachments and exhibit. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments and exhibit.

26. Price Increase/Decrease: No price increases will be permitted during the first period of the price agreement. The Trust requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the Trust. The Trust may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

27. Project Manager and Key Personnel – Contractor: Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the Trust and shall not be changed without the written consent of the Trust's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The Trust's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the Trust under this Contract. The Trust's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the Trust's Project Manager. The Trust's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The Trust is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

28. Project Manager – Trust: The Trust shall appoint a project manager to act as liaison between the Trust and the Contractor during the term of this Contract. The Trust's project manager shall coordinate the activities of the Trust staff assigned to work with the Contractor.

The Trust's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The Trust's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the Trust's project manager. The Trust's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The Trust is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

29. Remedies Not Exclusive: The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.

30. Reports/Meetings: The Trust's Project Manager and the Contractor's Project Manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the Trust for the purpose of monitoring progress under this Contract.

31. Responsibility of the Contractor: The Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all reports, documentation, and services furnished by the Contractor under this Contract. The Contractor shall perform such services as may be necessary to accomplish the work required to be performed under and in accordance with this Contract. The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in Attachment A, Scope of Work. Contractor shall submit a staffing plan in accordance with Attachment C.

32. Subcontracting: No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Trust. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the Trust shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the Trust to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The Trust shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the Trust.

- 33. Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior Trust written approval.
- 34. Termination – Default:** If Contractor is in default of any of its obligations under this Contract and has not commenced cure within ten days after receipt of a written notice of default from Trust and cured such default within the time specified in the notice, the Trust shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this Contract by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this Contract, including but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this Contract. Upon termination of the Contract with Contractor, the Trust may begin negotiations with a third-party contractor to provide services as specified in this Contract.
- 35. Termination – Orderly:** After receipt of a termination notice from the Trust, the Contractor shall submit to the Trust a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the Trust upon written request of the Contractor. Upon termination, Trust agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
- 36. Title to Data:** All materials, documents, data or information obtained from the Trust data files or any Trust medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the Trust. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract. All materials, documents, data or information, including any copies, and all Trust Employees Workers' Compensation claim files, must be returned to the Trust at the end of this Contract.
- 37. Waivers-Contract:** The failure of the Trust in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
- 38. Contract Award – Multiple:** The Trust reserves the right, at its sole discretion, to make multiple awards to bidders/proposers for services requested in this solicitation.

MODEL CONTRACT SIGNATURE PAGE


IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

CONTRACTOR*


** If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.*

The first corporate officer signature must be one of the following 1) the Chairman of the Board 2) the President 3) any Vice President.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Arianna Barrios	CEO
<i>Print Name</i>	<i>Title</i>
	September 21, 2022
<i>Signature</i>	<i>Date</i>

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

Brian Lochrie	President
<i>Print Name</i>	<i>Title</i>
	September 21, 2022
<i>Signature</i>	<i>Date</i>

Orange County Housing Finance Trust, a California public agency formed pursuant to California Government Code section 6500 et. seq.

<i>Print Name</i>	<i>Title</i>
<i>Signature</i>	<i>Date</i>

APPROVED AS TO FORM:

By: Lauren Kramer

Trust Counsel

ATTACHMENT A
SCOPE OF WORK

I. BACKGROUND

The Orange County Housing Finance Trust is a Joint Powers Authority formed in March 2019 between the County of Orange and 23 cities in Orange County, California.

The mission of the Trust is to strengthen the communities in Orange County by financing the development of affordable housing for homeless and low-income individuals and families. The Trust is working to achieve this mission by contributing to the construction of 2,700 permanent supportive housing units and working to secure funding that will contribute to additional affordable housing units by 2025.

During its first two years of operation, the Trust has awarded over \$19.3 million to thirteen affordable housing communities throughout Orange County. The Trust expects to be able to award approximately \$10 million per year over the next three years for additional affordable communities in the County, and is looking for additional funding from private donations and other government sources.

II. TRUST RESPONSIBILITIES

1. Trust will assign a Trust Project Manager and coordinate work closely with Contractor.
2. Trust Project Manager will monitor and track project status to ensure it is progressing within the project timeframe.
3. Trust Project Manager will review and approve all work, materials, reports, and deliverables required in this Contract.

III. CONTRACTOR RESPONSIBILITIES

Consultant shall provide services and advice to the Trust's Board of Directors and staff, and be informed about the Trust's mission, finances, operations, history, and accomplishments. As more precisely detailed below, Consultant shall develop and execute a communications strategy to ensure the public is informed of the Trust's mission.

Strategic Communications Consultation and Support

- Provide strategic advice, consultation and support to OCHFT.
- Bi-weekly meetings with specific tasks and deadlines depending on the needs of the OCHFT.
- Coordination with the public information officers of the member cities to provide updates about OCHFT activities.
- Developing presentations for OCHFT representatives to make to member cities.
- Develop key messages for the OCHFT

- Coordinate with the media to either serve as the spokesperson for the organization or provide the media training necessary to allow OCHFT staff to serve as the spokesperson with the media.

ATTACHMENT B
COMPENSATION/PAYMENT

- I. COMPENSATION:** This is an all-inclusive, firm, fixed fee Contract between Trust and Contractor for all other services provided in Attachment A, Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. Trust shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment in accordance with Trust Contract Terms and Conditions.

The monthly Contract amount shall not exceed \$2,750, for a total cumulative Contract amount not to exceed \$24,750.

- II. FIRM RATE:** Contractor guarantees that rates quoted are equal to or less than rates quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no rate increases shall be passed along to the Trust during the term of this Contract not otherwise specified and provided for within this Contract.
- III. CONTRACTOR'S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, online research services, travel, parking, and any and all "out of pocket" expenses incurred by the Contractor while on Trust sites during the performance of work and services under this Contract, unless otherwise specified. The Contractor shall be responsible for payment of all parking costs and expenses incurred at a Trust facility while performing work under this Contract, except to the extent the Trust facility has free parking available to the public and the Contractor makes appropriate use of this free parking. However, the Trust will not provide free parking to the Contractor in the County Civic Center.

Contractor shall bill for the actual number of hours worked. Contractor shall notify Trust in advance if any task requires an additional time commitment to complete. Trust approval is required before Contractor can work additional hours/time on the project.

- IV. PAYMENT TERMS:** Invoices are to be submitted in arrears, after services have been completed, to the bill to address specified under Section VI – Billing Instructions, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of the invoice in a format acceptable to the Trust, and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the Trust for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by the Trust shall not preclude the right of the Trust from thereafter disputing any services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

V. TAX ID NUMBER: The Contractor shall include its taxpayer ID number on all invoices submitted to the Trust for payment to ensure compliance with IRS requirements and to expedite payment processing.

VI. BILLING INSTRUCTIONS: The Contractor will provide an invoice on the Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1, above
3. Name of Trust agency/department
4. Agency/department address
5. Contract Number
6. Federal Tax I.D. Number
7. Date of service
8. Service description
9. Total

Billing Address: All invoices shall be billed to:
OC Housing Finance Trust
Attn: Adam Eliason
1 League #62335
Irvine, CA 92602
aeliason@ochft.org

Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

VII. PAYMENT (ELECTRONIC FUNDS TRANSFER [EFT]): The Trust of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the Trust via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in the Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

ATTACHMENT C
STAFFING PLAN

I. Primary Staff/Key Personnel to perform Contract duties

Name	Classification
Brian Lochrie	President

(Additional lines may be added if necessary)

II. Alternate Staff/Key Personnel (for use only if primary is not available)

Name	Classification

(Additional lines may be added if necessary)

Contractor understands that those individuals represented as assigned to the project must remain working on the project throughout the duration of the project unless otherwise requested or approved by the Trust. Substitution or addition of Contractor's Key Personnel in any given classification/title shall be allowed only with prior written approval of the Trust Project Manager. During the Term of this Contract, Contractor shall maintain a business office in Southern California.

The Contractor may reserve the right to involve other Contractor personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to Trust written approval. Trust reserves the right to have any of Contractor personnel removed from providing Services/Deliverables to Trust under this Contract. Trust is not required to provide any reason for the request for removal of any Contractor personnel.

III. SUB-CONTRACTOR(S)

In accordance with Article I, Assignment, listed below are sub-contractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor's sub-contractors in any given project function shall be allowed only with prior written approval of the Trust Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function

(Additional lines may be added if necessary)