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City Clerk Document No. _____

City Council Meeting Date: October 15, 2026

CITY OF CHANDLER SERVICES AGREEMENT
YOUNG FAMILY AND PROFESSIONAL ATTRACTION CAMPAIGN
CITY OF CHANDLER AGREEMENT NO. ED6-5029

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Eddy Alexander, a Virginia corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2026 (Effective Date).

RECITALS

A. City proposes to enter an agreement for the young family and professional attraction campaign as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

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Contractor must perform the services described in Exhibit A within the terms and conditions of this Agreement. All work or services furnished by Contractor under this Agreement will be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is one year, and begins on November 1, 2026, and ends on October 31, 2027, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, with mutual agreement, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION lV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed $190,000.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker’s Compensation.

4.4 Price Adjustments. Prices set forth herein shall remain firm for the initial term of the Agreement. Pricing for subsequent renewal terms shall be based upon the applicable annual pricing and assumptions set forth in Contractor's accepted proposal. Changes based on scope or resourcing adjustments will be documented in subsequent SOWs or renewal agreements as required.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Contractor shall maintain records reasonably necessary to substantiate amounts invoiced to the City under this Agreement. Such records shall be maintained for up to three years following the City's final acceptance of services under this Agreement and, upon reasonable notice, shall be made available to the City, its authorized representative, or any federal agency with applicable jurisdiction for purposes of verifying amounts billed to the City.
The City's audit rights shall be limited to records directly related to the Chandler engagement and reasonably necessary to verify amounts invoiced under this Agreement, including documentation

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supporting reimbursable expenses and separately invoiced pass-through costs, if any. Because Contractor's professional services are provided on a fixed-fee basis, Contractor shall not be required to substantiate the fixed fee based upon actual labor hours, payroll, staffing costs, internal cost allocations, profit margins, or other Contractor cost information that does not affect the amount payable by the City under this Agreement. Nothing herein shall limit the City's right to verify Contractor's performance of the Scope of Services or amounts separately invoiced as reimbursable expenses or pass-through costs.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City may terminate this Agreement for convenience upon thirty (30) days' written notice to Contractor. Upon notice of termination, Contractor shall take reasonable steps to wind down the services and avoid additional costs. The City shall compensate Contractor for all services performed through the effective date of termination, reasonable authorized closeout activities, and all authorized non-cancelable commitments, subscriptions, media placements, production expenses, or other third-party obligations incurred prior to receipt of the termination notice.

5.4 Termination for Cause. Either Party may terminate this Agreement for material breach by the other Party upon written notice describing the breach in reasonable detail, provided that the breaching Party shall have thirty (30) days from receipt of such notice to cure the breach. If the breach cannot reasonably be cured within thirty (30) days, the breaching Party shall not be deemed in default if it commences corrective action within that period and diligently pursues the cure to completion.

Notwithstanding the foregoing, the City may terminate immediately for fraud, willful misconduct, unlawful conduct, abandonment of the services, or another material breach that by its nature cannot reasonably be cured.

Upon termination, Contractor shall be compensated for services properly performed through the effective date of termination and for authorized, non-cancelable commitments incurred prior to termination, except to the extent such amounts are directly attributable to Contractor's uncured material breach.

5.5 Indemnification. Contractor shall defend, indemnify and hold harmless the City and its officers, officials, agents and employees from and against third-party claims, damages, losses, liabilities and

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reasonable attorneys' fees to the extent arising out of or resulting from the negligent acts or omissions, willful misconduct, or breach of this Agreement by Contractor or persons for whom Contractor is legally responsible in the performance of the Services.

Contractor's duty to defend shall apply to third-party claims alleging facts that, if proven, would give rise to Contractor's indemnification obligations under this Section. Contractor shall have no obligation under this Section to the extent a claim arises from the acts or omissions of the City or other parties for whom Contractor is not legally responsible, or from materials, information, instructions or approvals supplied by the City or participating stakeholders, except to the extent Contractor knew that reliance thereon would violate its obligations under this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors.

Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor’s agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	**For the Contractor**
Name: Christina Pryor	Name: Jennifer Eddy
Title: Procurement and Supply Senior Manager	Title: CEO and Chief Strategist
Address: 175 S. Arizona Ave., 3rd Floor	Address: 611 S. Jefferson St., Suite G
Chandler, AZ 85225	Roanoke, VA 24011
Phone: 480-782-2403	Phone: 540-404-8152
Email: christina.pryor@chandleraz.gov	Email: j.eddy@eddyalexander.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of

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this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold professional services fees from the Contractor's payments at an amount reasonably related to any documented, good-faith claim arising from Contractor's material breach of this Agreement until such claim is resolved.

The City shall provide Contractor written notice describing the basis and amount of the claim and shall continue to timely pay all undisputed amounts due under the Agreement.

Amounts committed by Contractor to approved media placements, production commitments, subscriptions, or other noncancelable third-party obligations in performance of the Scope of Services shall not be withheld or offset against unrelated claims.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

Docusign Envelope ID: 69750196-E324-8A02-8292-C8ED789BF660

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

In addition, subject to the notice requirements in this section, Contractor shall not be responsible for delays outside Contractor's reasonable control caused by: (i) the City, (ii) participating school districts, or (iii) vendors that are not hired by or contracted with Contractor.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any

Docusign Envelope ID: 69750196-E324-8A02-8292-C8ED789BF660

goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.23 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.24 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the

Docusign Envelope ID: 69750196-E324-8A02-8292-C8ED789BF660

following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 Intellectual Property. The City shall have a perpetual, worldwide, irrevocable, royalty-free right to use all final deliverables created specifically for the City under this Agreement. Contractor retains ownership and copyright of the work it creates, including its underlying methodologies, processes, tools, and other intellectual property. Contractor may reference and display non-confidential work created under this Agreement for past performance, business development, portfolio, and recruiting purposes.

5.28 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must

Docusign Envelope ID: 69750196-E324-8A02-8292-C8ED789BF660

be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.29 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.30 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.31 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.32 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.33 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.34 Time is of the Essence. Time is of the essence with respect to material deadlines expressly identified in this Agreement, subject to Section 5.17 and any dependencies, approvals, information, materials, or other actions required from the City, participating school districts, or third parties outside Contractor's reasonable control.

5.35 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.36 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

Docusign Envelope ID: 69750196-E324-8A02-8292-C8ED789BF660

5.37 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.38 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.39 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.40 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

5.41 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.42 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

Docusign Envelope ID: 69750196-E324-8A02-8292-C8ED789BF660

5.43 Reserved.

5.44 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.45 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

Section 5.45 shall apply only to tangible goods, fixtures, furnishings, or equipment, if any, furnished by Contractor. Professional services and creative deliverables shall instead be governed by Section 5.11 and the applicable acceptance requirements of this Agreement.

5.46 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.47 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.48 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

Docusign Envelope ID: 69750196-E324-8A02-8292-C8ED789BF660

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY	**FOR THE CONTRACTOR**
By: _____	By: Jennifer Eddy
Its: _____	Its: CEO

APPROVED AS TO FORM:

By: _____
City Attorney JWB

ATTEST:

By: _____
City Clerk

Docusign Envelope ID: 69750196-E324-8A02-8292-C8ED789BF660

EXHIBIT A
SCOPE OF SERVICES

This Scope of Services represents activities in Year 1 of the campaign. The scope and fees in subsequent years will be agreed upon between the parties.

Phase 1 — Discovery & Strategy (Weeks 1–10)

Goals: Establish a comprehensive understanding of Chandler's assets, challenges, and opportunities while aligning stakeholder perspectives across four school districts, public and private partners, and the city. The creative process is deliberately structured to highlight both the unifying strengths of Chandler and the distinctive assets of Chandler Unified School District, Kyrene Elementary School District, Mesa Public Schools, and Tempe Union High School District.

Key Activities:
- Conduct a regional site visit, stakeholder workshops, and interviews with leadership from each stakeholder entity.
- Review existing research and benchmark competitor regions on workforce availability, cost of business, industry trends, and quality of life.
- Perform a regional brand audit of existing campaigns, communications, and narratives.
- Identify differentiators, perception gaps, and positioning opportunities.

Deliverables:
- Stakeholder insights report

Phase 2 — Synthesis (Weeks 4–14)
Goals: Translate insights into a unified regional marketing strategy that informs creative development.

Key Activities:
- Develop a 12-month integrated marketing plan spanning digital, traditional, out-of-home, and experiential channels.
- Design outreach strategies for primary target audiences: young families and professionals.

Deliverables:
- Integrated marketing strategy document
- Creative brief
- Media and content schedule

Phase 3 — Creation (Weeks 14+ according to final marketing plan)

Goals: Develop a bold, cohesive ad campaign that unifies Chandler's diverse offerings while projecting strength and clarity to external audiences.

Key Activities:
- Create advertising assets.

Docusign Envelope ID: 69750196-E324-8A02-8292-C8ED789BF660

- Build flexible design elements (palette, typography, iconography, and photography style).
- Conduct iterative feedback sessions with stakeholders to ensure alignment.
- Capture high-quality video, b-roll, and photography for ongoing storytelling.

Deliverables
- Create advertising assets.
- Build flexible design elements (palette, typography, iconography, and photography style).
- Conduct iterative feedback sessions with stakeholders to ensure alignment.
- Capture high-quality video, b-roll, and photography for ongoing storytelling.

Phase 4 — Implementation (Weeks 20+)

Goals: Publish Chandler's Young Professionals and Families Campaign across diverse platforms in alignment with the marketing strategy and content schedule.

Key Activities:
- Launch the Chandler campaign landing page.
- Publish campaign advertisements according to the media and content schedule.
- Monitor and optimize campaign according to lessons learned.

Phase 5 — Measurement & Optimization (Weeks 24+)

Key Activities:
- Message and advertising distribution.
- KPI-based campaign reporting for reach, engagement, website performance, audience engagement, and earned media (as relevant) post-launch.
- Incorporate predictive analytics where data access supports.

Deliverables:
- Quarterly performance reports.
- Effectiveness report with roadmap for ongoing success at contract close.
- Prepare Year 2 Scope of Work and Fee Schedule proposal

Governance, Communication & Collaboration
- Project Portal: Asana + Egnyte for centralized task management, file sharing, and budget tracking.
- Standing Meetings:
  - Weekly internal status calls (tasks, blockers, and deliverables)
  - Monthly client-facing project status reviews
  - Quarterly performance and resource reviews
- Approvals Workflow: Routed through city representatives as required
- Rapid Response: Agile campaign adjustments and issues management support available on demand (10 hours included, supplemental fees may apply for larger scope)
- Vendor Management: Media contract negotiation, invoice reconciliation, pacing and value-add
- tracking

Docusign Envelope ID: 69750196-E324-8A02-8292-C8ED789BF660

The City is responsible for the accuracy, completeness, legality, and necessary rights or permissions associated with content, data, trademarks, imagery, claims, statistics, and other materials supplied or specifically directed by the City. Contractor may reasonably rely upon City approvals and representations in performing the Services.

Contractor may also reasonably rely upon content, data, trademarks, imagery, claims, statistics, permissions, and other materials supplied or approved by participating school districts or other third parties in connection with the Services and shall not be responsible for independently verifying the accuracy, completeness, legality, ownership, or necessary rights or permissions associated with such materials, except to the extent such verification is expressly included within Contractor's Scope of Services or Contractor has actual knowledge that such information or materials are inaccurate, unlawful, or unauthorized.

Contractor does not guarantee specific campaign outcomes, media performance, enrollment, population growth, economic outcomes, audience behavior, or other results dependent upon market conditions or third-party actions. Contractor will perform the Services in accordance with the professional standard of care established by this Agreement.

Docusign Envelope ID: 69750196-E324-8A02-8292-C8ED789BF660

EXHIBIT B
COMPENSATION AND FEES

Year 1 Fixed Fee. The total compensation for the Year 1 Scope of Services is a fixed fee of $190,000. The fixed fee is inclusive of the services and campaign activities described in the Scope of Services, including strategy, research, campaign management and reporting, creative development and production, paid media and media optimization, and partner activation and community engagement.

The allocations among service categories reflected in Contractor's proposal represent anticipated budget allocations for planning purposes and are not separate reimbursable cost accounts or guaranteed expenditures within any individual category. Contractor may reasonably allocate and reallocate resources among the service categories as necessary to perform the Scope of Services, based upon the approved strategy, creative approach, production requirements, media plan, campaign performance, market conditions, and other project needs, without adjustment to the fixed fee.

Payment Schedule. Contractor shall invoice the Year 1 fixed fee in three equal quarterly installments of $63,333.33, invoiced in advance as follows:

Payment	Amount
Upon contract execution / commencement	$63,333.33
Beginning of second quarter of performance	$63,333.33
Beginning of third quarter of performance	$63,333.33
Total Year 1 Fixed Fee	**$190,000**

The City shall pay each invoice within thirty (30) days of receipt.

Media, Production and Third-Party Commitments. The fixed fee includes the campaign activities contemplated by the Scope of Services, including paid advertising and associated advertising creative, production and optimization. Contractor shall determine the appropriate allocation of campaign resources among creative development, production, media placement and optimization based upon the approved strategy and media plan.

Contractor shall not be required to advance its own funds to execute media placements, production authorizations, subscriptions, or other non-cancelable third-party commitments. To the extent sufficient amounts previously paid under the fixed-fee payment schedule are not then available to fund an approved third-party commitment, Contractor may invoice the amount necessary to fund such commitment in advance, with such amount credited against the next fixed-fee installment(s) otherwise due under this Exhibit and not treated as additional compensation to Contractor, unless the City separately authorizes services or costs outside the Scope of Services.

Contractor shall not be required to execute a media placement, insertion order, production authorization, or other non-cancelable third-party commitment until sufficient funds have been received. Campaign

Docusign Envelope ID: 69750196-E324-8A02-8292-C8ED789BF660

schedules may be reasonably adjusted if required funding is not received in time to meet applicable vendor deadlines.

Docusign Envelope ID: 69750196-E324-8A02-8292-C8ED789BF660

EA Standard Rate Card - 5 Pages

Labor Category	2026	Labor Category Description	Years of Experience
Account Director	$315.00	**Account Director:** Oversees client relationships and ensures project delivery. Guides high-level strategy and maintains project oversight.	10+ years
Account Manager 1	$141.75	**Account Manager 1:** The junior account manager typically coordinates project workflows and ensures deadlines are met and resources are allocated effectively. They bring basic project management skills, and a growing understanding of workflow tools. They gain experience in a team support role.	1-3 years
Account Manager 2	$183.75	**Account Manager 2:** responsible for managing client accounts independently, including some more complex public sector clients. They typically have experience overseeing project deliverables, handling budgets, and maintaining client satisfaction. They may have proven experience with federal contracts and/or a working knowledge of government processes.	3-5 Years
Account Manager 3	$210.00	**Account Manager 3:** A senior account manager is typically responsible for larger accounts, leading account teams, and overseeing multiple projects. They are often the strategic lead for federal clients and must have in-depth knowledge of the agency's offerings and experience managing complex contracts. They are highly skilled in client relationship management, strategic planning, and understanding complex contract requirements.	5-7+ years
Analytics Manager 1	$225.75	**Analytics Manager** Manages analytics efforts, tracking performance and providing actionable insights to enhance strategy and execution.	2-5 Years
Art Director	$225.75	**Art Director:** Directs creative design efforts, ensuring consistency in visual branding across multiple media formats.	7+ years
Artisan 1	$115.50	**Artisan 1:** Responsible for the development of routine, template-based design work or artwork for commercial use.	1+ years or associates degree in related field
Artisan 2	$131.25	**Artisan 2:** Responsible for routine, non-template-based design work or artwork for commercial use.	2+ years or associates degree in related field
Artisan 3	$157.50	**Artisan 3:** Relied upon for custom projects requiring specific technical mastery in niche artistic forms or the proficient cross application of multiple cross-functional artisan skills.	2+ years, associates degree, or associated training in related field
Artisan 4	$183.75	**Artisan 4:** Responsible for custom projects requiring specific technical mastery in one or more niche artistic forms.	3+ years or equivalent associated training in related field
Brand Strategist	$315.00	**Brand Strategist** Develops strategies to enhance brand identity and market presence, adapting strategies for evolving business goals.	10+ years
Business Analyst (Level 1)	$131.25	**Business Analyst (Level 1)** Supports data analysis and assists with improving business processes and reporting.	1-3 years
Business Analyst (Level 2)	$183.75	**Business Analyst (Level 2)** Conducts advanced analysis of business data to inform process improvements and performance.	4-6 years
Business Analyst (Level 3)	$225.75	**Business Analyst (Level 3)** Leads business process optimization and provides insights through detailed data analysis.	7-9 years
Business Analyst (Level 4)	$315.00	**Business Analyst (Level 4)** Leads senior-level strategic analysis to inform business decisions and long-term planning.	10+ years
Business Analyst (Level 5)	$393.75	**Business Analyst (Level 5)** Provides executive-level insights to drive business strategy and decision-making.	15+ years
Conceptual Artist (Conceptual Mastery)	$210.00	Works on complex, high-concept projects requiring deep artistic insight and thematic exploration.	2+ years
Content Strategist	$225.75	**Content Strategist** Oversees content development strategies to align messaging with brand goals and optimize audience engagement.	7+ years
Copywriter (Level 1)	$131.25	**Copywriter (Level 1)** Creates written content for various media, aligning with brand messaging and project goals.	1-3 years
Copywriter (Level 2)	$183.75	**Copywriter (Level 2)** Develops content strategies and writes engaging copy across multiple platforms.	4-6 years
Copywriter (Level 3)	$225.75	**Copywriter (Level 3)** Leads high-level content creation efforts, providing strategic insights and thought leadership.	7-9 years
Creative Director	$315.00	**Creative Director** Sets the creative vision and manages creative teams to ensure consistency and innovation in brand storytelling.	10+ years
Creative Director (High Creativity)	$220.50	**Creative Director (High Creativity)** oversees innovative projects involving original content creation, creative campaigns, or artistic installations.	5+ years

Docusign Envelope ID: 69750196-E324-8A02-8292-C8ED789BF660

Labor Category	2026	Labor Category Description	Years of Experience
Data Engineer	$262.50	**Data Engineer:** responsible for designing, building, and maintaining the data architecture and infrastructure that supp	5-7+ Years
Data Scientist	$262.50	**Data Scientist:** responsible for analyzing complex datasets to extract actionable insights that inform business decisions. They apply statistical, machine learning, and data mining techniques to large data sets and present their findings to stakeholders. Data scientists typically work closely with data engineers to access, prepare, and clean the data. They are often involved in building predictive models, developing algorithms, and using advanced analytics tools. Data Scientists are often considered more senior than Data Engineers because they directly influence business strategy by interpreting data and applying complex algorithms. Their role requires a combination of technical skills and business understanding.	7+ Years
Designer (Level 1)	$131.25	**Designer (Level 1):** Executes basic design tasks and supports senior staff in creating visual assets.	1-3 years
Designer (Level 2)	$183.75	**Designer (Level 2):** Develops design elements and branding materials, contributing to more advanced projects.	4-6 years
Designer (Level 3)	$225.75	**Designer (Level 3):** Leads design projects, contributing to complex branding and UX/UI efforts.	7-9 years
Designer (Level 4)	$315.00	**Designer (Level 4):** Manages senior-level design initiatives, driving innovation and ensuring cohesive visual identity.	10+ years
Designer (Level 5)	$446.25	**Designer (Level 5):** Oversees executive-level design strategy, ensuring creative leadership across all projects.	15+ years
Digital Analyst (Level 1)	$131.25	**Digital Analyst (Level 1)** Tracks digital performance metrics and provides data-driven recommendations.	1-3 years
Digital Marketing Manager	$225.75	**Digital Marketing Manager** Leads the development of digital marketing strategies and oversees multi-channel campaign execution.	7+ years
Digital Media Buyer	$183.75	**Digital Media Buyer** Purchases digital ad placements and manages media buying strategies for optimal performance.	4-6 years
Digital Media Specialist (Level 1)	$131.25	**Digital Media Specialist (Level 1)** Executes social media and digital ad campaigns, supporting larger strategy execution.	1-3 years
Digital Media Specialist (Level 2)	$183.75	**Digital Media Specialist (Level 2)** Develops digital marketing strategies and manages optimization efforts.	4-6 years
Digital Media Specialist (Level 3)	$225.75	**Digital Media Specialist (Level 3)** Leads advanced digital marketing efforts, optimizing campaigns across platforms.	7-9 years
Digital Media Specialist (Level 4)	$315.00	**Digital Media Specialist (Level 4)** Drives senior-level digital strategy efforts, overseeing high-performing digital marketing initiatives.	10+ years
Digital Media Specialist (Level 5)	$393.75	**Digital Media Specialist (Level 5)** Leads executive-level digital marketing strategies, ensuring successful cross-platform integration.	15+ years
Email Marketing Specialist (Level 1)	$157.50	**Email Marketing Specialist (Level 1)** Executes email marketing campaigns and supports marketing automation efforts.	1-3 Years
Email Marketing Specialist (Level 2)	$183.75	**Email Marketing Specialist (Level 2)** Develops email strategies and oversees automation to enhance engagement.	4-6 years
Email Marketing Specialist (Level 3)	$210.00	**Email Marketing Specialist (Level 3)** Leads advanced email marketing efforts, focusing on segmentation and optimization.	7-9 years
Growth Strategist (Level 1)	$262.50	**Growth Strategist (Level 1)** Supports growth initiatives through customer acquisition strategies and data analysis.	8+ years
Growth Strategist (Level 2)	$315.00	**Growth Strategist (Level 2)** Leads growth strategies, focusing on scaling business operations and customer acquisition.	10+ years
Growth Strategist (Level 3)	$367.50	**Growth Strategist (Level 3)** Oversees long-term growth strategies, driving business expansion and customer retention efforts.	15+ years
Jr. Partner/Principal Consultant	$315.00	**Jr. Partner/Principal Consultant** Supports senior consultants in business development and strategy, contributing to client success.	12+ years
Market Researcher (Level 1)	$131.25	**Market Researcher (Level 1)** Supports data collection and provides initial insights for market research projects.	1-3 years
Market Researcher (Level 2)	$183.75	**Market Researcher (Level 2)** Performs data analysis and provides strategic market insights to guide business decisions.	4-6 years
Market Researcher (Level 3)	$225.75	**Market Researcher (Level 3)** Leads market research initiatives, providing insights based on in-depth data analysis.	7-9 years
Market Researcher (Level 4)	$341.25	**Market Researcher (Level 4)** Drives senior-level market research projects, providing high-level insights to inform strategy.	10+ years
Market Researcher (Level 5)	$393.75	**Market Researcher (Level 5)** Leads executive-level market research, providing long-term strategic insights to guide business growth.	15+ years
Marketing Practitioner (Level 1)	$131.25	**Marketing Practitioner (Level 1)** Executes basic marketing tasks and supports larger campaign efforts, including content creation.	1-3 years
Marketing Practitioner (Level 2)	$183.75	**Marketing Practitioner (Level 2)** Develops digital marketing strategies and implements content to improve audience engagement.	4-6 years
Marketing Practitioner (Level 3)	$225.75	**Marketing Practitioner (Level 3)** Leads multi-channel marketing campaigns and provides cross-platform strategy insights.	7-9 years
Marketing Practitioner (Level 4)	$315.00	**Marketing Practitioner (Level 4)** Drives advanced marketing initiatives, contributing to thought leadership and strategy development.	10+ years
Marketing Practitioner (Level 5)	$393.75	**Marketing Practitioner (Level 5)** Leads executive-level marketing strategy, focusing on driving brand growth and visibility.	15+ years

Docusign Envelope ID: 69750196-E324-8A02-8292-C8ED789BF660

Labor Category	2026	Labor Category Description	Years of Experience
Marketing Strategist (Level 1)	$131.25	**Marketing Strategist (Level 1)** Supports the execution of content marketing and campaign strategy efforts.	1-3 years
Marketing Strategist (Level 2)	$183.75	**Marketing Strategist (Level 2)** Leads campaign strategy development and brand positioning efforts.	4-6 years
Marketing Strategist (Level 3)	$225.75	**Marketing Strategist (Level 3)** Leads strategic initiatives to drive integrated marketing efforts across channels.	7-9 years
Marketing Strategist (Level 4)	$315.00	**Marketing Strategist (Level 4)** Oversees senior-level integrated marketing strategies, focusing on long-term brand growth.	10+ years
Marketing Strategist (Level 5)	$393.75	**Marketing Strategist (Level 5)** Leads executive-level marketing strategies, ensuring cohesive brand messaging and success across channels.	15+ years
Marketing Technologist (Level 1)	$131.25	**Marketing Technologist (Level 1)** Supports the implementation of marketing technology platforms and provides basic data analytics.	1-3 years
Marketing Technologist (Level 2)	$183.75	**Marketing Technologist (Level 2)** Leads the integration of martech platforms, focusing on optimizing CRM and automation tools.	4-6 years
Marketing Technologist (Level 3)	$225.75	**Marketing Technologist (Level 3)** Oversees martech strategy, providing insights to optimize data and platform integration.	7-9 years
Marketing Technologist (Level 4)	$315.00	**Marketing Technologist (Level 4)** Leads senior-level martech strategies, ensuring effective use of technology to drive marketing results.	10+ years
Marketing Technologist (Level 5)	$393.75	**Marketing Technologist (Level 5)** Leads executive-level martech initiatives, ensuring innovative use of technology for marketing success.	15+ years
Multimedia Artist (Emerging Technology Expert	$409.50	Creates cutting-edge art using emerging technology, often for immersive experiences or digital installations.	3+ years
Partner/Principal Consultant	$367.50	**Partner/Principal Consultant** Manages business development and high-level strategy, ensuring long-term client success.	15+ years
PPC Specialist	$183.75	**PPC Specialist** Manages paid search campaigns and optimizes them to improve ad performance and budget utilization.	4-6 years
PR Manager	$262.50	**PR Manager** Leads public relations efforts, managing client relationships and developing media strategies.	10+ years
PR Practitioner (Level 1)	$131.25	**PR Practitioner (Level 1)** Supports media outreach efforts and social media engagement strategies for PR campaigns.	1-3 years
PR Practitioner (Level 2)	$183.75	**PR Practitioner (Level 2)** Leads media relations efforts, focusing on content creation and brand visibility.	5-7 years
PR Practitioner (Level 3)	$225.75	**PR Practitioner (Level 3)** Leads PR strategy, managing client communications and media outreach efforts.	8-10 years
PR Practitioner (Level 5)	$315.00	**PR Practitioner (Level 5)** Leads executive-level PR efforts, driving media relations and crisis communications strategies.	15+ years
PR Strategist (Level 1)	$210.00	**PR Strategist (Level 1)** Develops public relations strategies and supports media outreach and crisis communication efforts.	10+ years
PR Strategist (Level 2	$262.50	**PR Strategist (Level 2)** Leads PR strategy development, managing strategic media relations and crisis management.	7+ years
PR Strategist (Level 3)	$315.00	**PR Strategist (Level 3)** Oversees high-level PR strategies, ensuring cohesive media and crisis communication efforts.	10+ years
Producer (Level 1)	$131.25	**Producer (Level 1)** Coordinates video production tasks and supports project delivery efforts.	1-3 years
Producer (Level 2)	$183.75	**Producer (Level 2)** Manages video production budgets and timelines, ensuring successful project execution.	4-6 years
Producer (Level 3)	$225.75	**Producer (Level 3)** Leads video production efforts, overseeing complex multimedia projects and teams.	7-9 years
Producer (Level 4)	$315.00	**Producer (Level 4)** Oversees senior-level video production projects, managing all aspects from planning to delivery.	10+ years
Producer (Level 5)	$393.75	**Producer (Level 5)** Leads executive-level video production strategies, ensuring the success of large-scale video projects.	15+ years
Production Artist (Execution-Focused):	$183.75	**Production Artist** Handles technical tasks such as layout, resizing, and adjusting designs for production, with little conceptual input.	1+ years or associated training in related field
Production Specialist (Level 1)	$131.25	**Production Specialist (Level 1)** Executes media production tasks such as video editing and post-production work.	1-3 years
Production Specialist (Level 2)	$183.75	**Production Specialist (Level 2)** Leads advanced media production and post-production initiatives, contributing to high-quality output.	4-6 years
Production Specialist (Level 3)	$225.75	**Production Specialist (Level 3)** Leads production planning and team management, overseeing post-production workflows.	7-9 years
Production Specialist (Level 4)	$315.00	**Production Specialist (Level 4)** Drives production innovation at a senior level, overseeing large-scale projects and teams.	10+ years
Production Specialist (Level 5)	$393.75	**Production Specialist (Level 5)** Leads industry-leading production initiatives, driving innovation and ensuring project success.	15+ years

Docusign Envelope ID: 69750196-E324-8A02-8292-C8ED789BF660

Labor Category	2026	Labor Category Description	Years of Experience
Program/Account Manager (Level 1)	$157.50	**Program/Account Manager (Level 1)** Supports client communication and project coordination, ensuring tasks are delivered on time.	1-3 years
Program/Account Manager (Level 2)	$225.75	**Program/Account Manager (Level 2)** Manages client accounts and oversees project planning, ensuring alignment with client goals.	4-6 years
Program/Account Manager (Level 3)	$262.50	**Program/Account Manager (Level 3)** Leads client strategy and oversees project execution, ensuring client satisfaction and on-time delivery.	7-9 years
Program/Account Manager (Level 4)	$315.00	**Program/Account Manager (Level 4)** Manages senior-level client relationships, driving strategic planning and cross-functional project coordination.	10+ years
Program/Account Manager (Level 5)	$393.75	**Program/Account Manager (Level 5)** Leads executive-level client relationships, ensuring long-term success and business growth through strategic initiatives.	15+ years
Senior Marketing Strategist	$315.00	**Senior Marketing Strategist** Leads high-level marketing strategies and manages multi-channel campaign execution to drive growth.	10+ years
SEO Specialist	$199.50	**SEO Specialist** Develops and implements SEO strategies to improve search engine visibility and organic traffic.	4-6 years
Social Media Advertising Specialist	$183.75	**Social Media Advertising Specialist** Manages and optimizes paid social media advertising campaigns to maximize engagement and conversions.	4-6 years
Social Media Manager	$157.50	**Social Media Manager** Leads social media strategy and content creation to build brand presence and drive audience engagement.	4+ years
Sr. Partner/ Principal Consultant	$420.00	**Sr. Partner/Principal Consultant** Leads high-level consulting initiatives, overseeing business development and client strategy.	16+ years
Traffic Manager 1	$126.00	**Traffic Manager** Plans, prioritizes, and assigns tasks, manage deadlines, and ensures projects are moving through the pipeline efficiently. Provides clear communication to coordinate with different teams (creative, media, client services) and ensures project needs are understood. Must have strong skills in prioritizing tasks and juggling multiple deadlines to keep projects on track and demonstrate an ability to track all deliverables, timelines, and revisions, ensuring no part of the project are overlooked. Familiarity with project management tools (e.g., Asana, Trello, Monday.com) is helpful to track and manage tasks effectively	1-3 years
Traffic Manager 2	$157.50	**Traffic Manager 2** responsible for optimizing workflow across teams, managing deadlines, and ensuring resources are allocated efficiently. They have experience with project management software, team coordination, and resource allocation. Must demonstrate proficiency in proactive resource management and bring experience managing and assigning team resources effectively based on project needs and team capacity, have the ability to troubleshoot bottlenecks and proactively solve workflow issues to keep projects on schedule, demonstrate applied client understanding and contextual awareness in order to effectively navigate the unique workflow demands and timelines of new and existing contracts, demonstrate stong technology proficiency and manage cross-departmental communication and stakeholders coordination and timeline management.	3-5 Years
Traffic Manager 3	$189.00	**Traffic Manager 3** typically leads workflow processes across multiple teams or large projects, including federal contracts. They have extensive experience in managing high-volume workflows, allocating resources, and troubleshooting project delays. Familiarity with contract compliance and reporting processes is important for success in this role. Provides expertise in managing large teams, coordinating complex projects, and strategically assigning resources to maximize efficiency and quality. They develop and implement workflows that streamline processes across multiple teams, improve overall project delivery and provide cross-functional communication and collaboration and leadership to ensure alignment between departments on project goals. They provide advanced level understanding of client enviornment, project timelines and regulations, and ensure traffic management adheres to strict contract requirements. They continuously work to improving internal workflows and processes to adapt to new challenges or client needs, including implementing new tools or software and provide mentorship and guidance to junior traffic managers to help the agency work effectively toward project goals.	5-7+ years
Video Producer (Level 1)	$131.25	**Video Producer (Level 1)** Supports video production and editing tasks, coordinating project elements for timely delivery.	1-3 years
Video Producer (Level 2)	$183.75	**Video Producer (Level 2)** Manages production budgets and timelines, ensuring seamless execution of video projects.	4-6 years
Video Producer (Level 3)	$225.75	**Video Producer (Level 3)** Leads video production efforts, managing project scope and overseeing multimedia teams.	7-9 years
Video Producer (Level 4)	$315.00	**Video Producer (Level 4)** Oversees senior-level video production, ensuring smooth operations from planning to delivery.	10+ years
Video Producer (Level 5)	$393.75	**Video Producer (Level 5)** Leads executive-level video production strategies, managing large-scale projects and ensuring delivery excellence.	15+ years
Web Developer (Level 1)	$131.25	**Web Developer (Level 1)** Develops front-end websites and supports basic coding tasks for various web projects.	1-3 years
Web Developer (Level 2)	$183.75	**Web Developer (Level 2)** Handles full-stack development, integrating CMS systems and ensuring web functionality.	4-6 years
Web Developer (Level 3)	$225.75	**Web Developer (Level 3)** Leads advanced web development projects, including database integration and complex coding.	7-9 years
Web Developer (Level 4)	$315.00	**Web Developer (Level 4)** Oversees senior-level development projects, managing full-stack development and ensuring scalability and performance.	10+ years

Docusign Envelope ID: 69750196-E324-8A02-8292-C8ED789BF660

Labor Category	2026	Labor Category Description	Years of Experience
Subject Matter Expert 1	$210.00	**Subject Matter Expert 1:** Provide technical, managerial, and administrative direction for problem definition, analysis, requirements development, and implementation for complex to systems, processes, strategies, and organizational design in the subject matter area. Make recommendations and advise on organization-wide system improvements, optimization, or maintenance efforts in the following specialties: marketing, strategy, information systems architecture; networking; telecommunications; automation; communications protocols; risk management/electronic analysis; software; lifecycle management; software development methodologies; marketing analytics, public relations, brand, and analytical modeling and simulation. Commensurate experience in, Marketing, IT, and in new and related older technology, process, or organizational improvements that directly relates to the required area of expertise. Experience in senior leadership and technology strategy / implementation as part of a large scale, multi-channel initiative. Provides thought leadership in the area of expertise. Additional responsibilities may include: • Setting overall policy direction for client engagements • Communicating with client executive management to ensure critical issues are addressed • Providing expert guidance to projects in industry and functional areas • Acting as senior client liaison • Providing oversight to all resources, as needed	8+
Subject Matter Expert 2	$262.50	**Subject Matter Expert 2:** Provide technical, managerial, and administrative direction for problem definition, analysis, requirements development, and implementation for complex to complex systems, processes, strategies, and organizational design in the subject matter area. Make recommendations and advise on organization-wide system improvements, optimization, or maintenance efforts in the following specialties: marketing, strategy, information systems architecture; networking; telecommunications; automation; communications protocols; risk management/electronic analysis; software; lifecycle management; software development methodologies; marketing analytics, public relations, brand, and analytical modeling and simulation. Commensurate experience in, Marketing, IT, and in new and related older technology, process, or organizational improvements that directly relates to the required area of expertise. Experience in senior leadership and technology strategy / implementation as part of a large scale, multi-channel initiative. Provides thought leadership in the area of expertise. Additional responsibilities may include: • Setting overall policy direction for client engagements • Communicating with client executive management to ensure critical issues are addressed • Providing expert guidance to projects in industry and functional areas • Acting as senior client liaison • Providing oversight to all resources, as needed	11+
Subject Matter Expert 3	$315.00	**Subject Matter Expert 3:** Provide technical, managerial, and administrative direction for problem definition, analysis, requirements development, and implementation for complex to extremely complex systems, processes, strategies, and organizational design in the subject matter area. Make recommendations and advise on organization-wide system improvements, optimization, or maintenance efforts in the following specialties: marketing, strategy, information systems architecture; networking; telecommunications; automation; communications protocols; risk management/electronic analysis; software; lifecycle management; software development methodologies; marketing analytics, public relations, brand, and analytical modeling and simulation. Commensurate experience in, Marketing, IT, and in new and related older technology, process, or organizational improvements that directly relates to the required area of expertise. Experience in senior leadership and technology strategy / implementation as part of a large scale, multi-channel initiative. Provides thought leadership in the area of expertise. Additional responsibilities may include: • Setting overall policy direction for client engagements • Communicating with client executive management to ensure critical issues are addressed • Providing expert guidance to projects in industry and functional areas • Acting as senior client liaison • Providing oversight to all resources, as needed	15+

Docusign Envelope ID: 69750196-E324-8A02-8292-C8ED789BF660

EXHIBIT C
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: Contractor shall require subcontractors performing material professional services under this Agreement to maintain insurance reasonably appropriate to the nature and scope of their services. Contractor shall remain responsible to the City for the performance of its subcontractors. The City's specific insurance requirements applicable to Contractor shall not automatically apply to every subcontractor unless reasonably required by the nature of the subcontracted services.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form*. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each

Docusign Envelope ID: 69750196-E324-8A02-8292-C8ED789BF660

occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

D. *Technology Errors and Omissions Liability including Network Security and Privacy Liability*

	Minimum Limits:
Per Loss	$ 2,000,000
Aggregate	$ 2,000,000

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning at the time work under this Contract is completed.
If such insurance is maintained on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one year following termination of Contract. If such insurance is maintained on a claims-made basis, Contractor shall maintain such insurance for an additional period of three years following termination of the Contract.
If Contractor contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then Contractor shall provide proof of same.

The insurance shall provide coverage for the following risks

Docusign Envelope ID: 69750196-E324-8A02-8292-C8ED789BF660

a. Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form
b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure
c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.

Additional Requirements:

a. To the extent available and standard for the industry, the policy shall provide a waiver of subrogation.

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

1. The Contractor's insurance must contain broad form contractual liability coverage.

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this

Docusign Envelope ID: 69750196-E324-8A02-8292-C8ED789BF660

three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured*. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

Docusign Envelope ID: 69750196-E324-8A02-8292-C8ED789BF660

EXHIBIT D
SPECIAL CONDITIONS

COMPLIANCE WITH WCAG VERSION 2.1 LEVEL AA

Contractor represents and warrants that the deliverables provided hereunder are in compliance with the Web Content Accessibility Guidelines (WCAG) Version 2.1, Level AA.

Should subsequent scopes of services include Contractor provided websites or web services, the parties agree to amend the Agreement to include additional accessibility requirements, as agreed upon between the parties.