



**COUNTY OF ORANGE**

**OC COMMUNITY RESOURCES –  
OC PARKS**

**CONTRACT NO. MA-012-16011797  
FOR  
PUBLIC RELATION SERVICES**

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**County of Orange**  
**The ACE Agency, Inc.**

**Contract Number**  
**MA-012-16011797**

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CONTRACT

This Agreement, hereinafter referred to as (“Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as (“County,”) and The ACE Agency, Inc., with a place of business at 221 N. Sycamore Street., Santa Ana, CA 92701; hereinafter referred to as (“Contractor,”) with County and Contractor sometimes referred to as (“Party”), or collectively as (“Parties.”)

RECITALS

**WHEREAS**, Contractor responded to a Request for Proposal (“RFP”) for public relation services; and

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

**WHEREAS**, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for public relation services with the Contractor;

**NOW, THEREFORE**, the Parties mutually agree as follows:

ARTICLES

**I. Contract Specific Terms and Conditions**

1. **Scope of Contract**: This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the Scope of Work and Specifications, which is attached hereto as Attachment A and incorporated by this reference.
2. **Term of Contract**: This is a one (1) year Contract commencing on April 1, 2016, or upon execution of all necessary signatures or approval by the Orange County Board of Supervisors, whichever occurs later, and shall be renewable for four (4) additional, one (1) year term, unless otherwise terminated by either Party according to terms and conditions herein.
3. **Precedence**: The documents consist of this Contract and its attachments and exhibits. 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 exhibits.
4. **Conflict of Interest**:
  - A. **County Personnel**: The County of Orange Board of Supervisors 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 County employee for any purpose.
  - B. **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 County. This obligation shall apply to the contractor; the contractor’s employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and services hereunder. The contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
5. **Default (Contractor)**: If Contractor is in default of any of its obligations hereunder and Contractor has not commenced cure with ten days and cured such default within 30 days after receipt of written notice of

default form County, County shall immediately be entitled, or otherwise under law, to either commence resolution in accordance with this paragraph or to terminate this Contract by giving notice to take effect immediately and begin negotiation with a third-party Contractor to provide services.

The right of either party to terminate this Contract hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

Nothing in this section shall affect in any way County's right to terminate the Contract pursuant to Section K herein.

- 6. 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 County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract
- A. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - B. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - C. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
  - D. County may terminate the Contract immediately without penalty.
- 7. Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the contract shall be terminated in a manner commensurate with interests of both parties to the maximum extent reasonable.
- 8. Disputes:**
- 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 County's Project Manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
    - 1. The Contractor shall submit to the Agency/Department assigned buyer 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 County, 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 County 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 County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County 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. The County's final decision shall be conclusive and binding regarding the dispute unless the contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of the County's final decision or one year following the accrual of the cause of action, whichever is later.

**9. Termination:**

- A. General. In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause, or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- B. Convenience of the County. The provision of services under this Contract may be terminated by the County in whole, or the remaining part, whenever the County shall determine that such termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which provision of services under the Contract are terminated, and date upon which termination will become effective.

After receipt of the Notice of Termination except as otherwise directed by County, Contractor shall: 1) stop performing under the Contract on the date specified and to the extent specified in the Notice of Termination; 2) place no further orders or subcontracts for materials, services or facilities except as may necessary for the completion of such portion of the work under the Contract that is not terminated; 3) terminate all orders and subcontracts to extent that they relate to the work terminated; and 4) continue to provide services as directed by the County; and, 5) take such action as is necessary, or as the County may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the County has or may acquire interest.

Thereafter, but in no event later than sixty (60) days from the effective date of termination, unless one or more extensions are granted by the County upon the request of the Contractor made in writing within the 60-day period or extensions thereof authorized, Contractor shall submit a termination claim to the County, if applicable.

Upon termination County agrees to pay the contractor for products provided and 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.

- C. 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 County and cured such default within the time specified in the notice, the County 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 County may begin negotiations with a third-party contractor to provide goods and/or services as specified in this contract.

The right of either party to terminate this Contract hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

D. Termination – Orderly. 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 assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.

10. **Equal Employment Opportunity:** Equal Employment Opportunity - Contractor shall comply with U.S. Executive Order 11426 entitled “Equal Employment Opportunity” as amended by executive order 11375, and as supplemented in department of Labor regulations (41 CFR, part 60) and applicable State of California regulations as either or both may now exist or be hereinafter amended. Employer must not discriminate against employee or applicant for employment, on the basis or race, color, national origin, or ancestry, religion, sex, marital status, political affiliation, physical or mental condition.

Handicapped individuals – Contractor agrees to comply with the provisions of section 504 of the rehabilitation act of 1973, as amended pertaining to prohibition of discrimination against qualified handicapped persons in all programs, and/or activities as detailed in regulations signed by the Secretary of DHHS effective June 3, 1997 and found in the Federal Register, Volume #42 No. 68, dated May 4, 1997, as all may now exist or be in the future amended.

Americans with Disabilities (ADA) – Contractor agrees to comply with applicable provisions of Title 1 of Americans with Disabilities Act enacted in 1990.

11. **Americans with Disabilities (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

12. **Correspondence to Buyer:** Any correspondences related to the terms, prices and conditions of this Contract must be directed to the Agency/Department purchasing division to the attention of the assigned buyer. Correspondence not directed though the buyer for resolution will not be regarded as valid.

13. **Reports/Meetings:** The County'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 County for the purpose of monitoring progress under this Contract.

14. **Copyright Access:** Notwithstanding anything to the contrary, the County shall have a royalty-free nonexclusive and irrevocable license to publish, translate, or use, now and hereafter, all material developed specifically for, or by, the County under this Contract.

15. **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 agreement without first obtaining review and written approval of said news releases from the County through the County's Project Manager.

16. **Price Adjustments by Publishers:** Prices are subject to change by publishers without notice. Billing increases or decreases shall be honored upon approval of invoices by the County Agency/Department.

17. **Ownership of Documents:** All reports, graphics, working papers and other incidental work or materials furnished hereunder shall become and remain the property of the County, and may be used by County as it

may require without any additional cost to County. No reports shall be used by the Contractor without the express written consent of County.

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

All parties to the Contract acknowledge that the County shall maintain ownership and control of all data files and the related indexes and pointers to those data files.

- 19. Royalties:** The County will not pay royalties as a result of work performed under this contract. All written work resulting from this Contract shall be the property of the County of Orange, and any copyrights associated with that work shall belong to the County of Orange and shall be so designated on the written materials.
- 20. Changes/Amendments/Extra Work:** The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County Project Manager has the discretion with the Contractor's concurrence, to make changes at any time without changing the scope or price of the Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor will give County written notice no later than ten (10) days from the date the law or regulation went into effect or the date the change was proposed and Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a contract amendment. Said amendment shall be issued by the County-assigned buyer, shall require the mutual consent of all parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as set forth in this Contract.

All extra work/services are by mutual consent of all parties and may be subject to the approval of the County Board of Supervisors.

- 21. Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, 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 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.

Contractor: The ACE Agency, Inc.  
221 N. Sycamore Street  
Santa Ana, CA 92701  
Website: [Http://TheACEAgency.com](http://TheACEAgency.com)

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OC Community Resources | OC Parks  
Purchasing & Contract Services  
1770 N. Broadway, 4th floor  
Santa Ana, CA 92706  
Attn: Diana Lin, Deputy Purchasing Agent  
Phone: 949.585.6464 | Fax: 714.667.6522 | Email: [Diana.Lin@ocparks.com](mailto:Diana.Lin@ocparks.com)

Cc: County of Orange  
OC Community Resources | OC Parks  
13042 Old Myford Rd.  
Irvine, CA 92602  
Attn: Marisa O'Neil, Public Information Officer  
Phone: 714.973.6870 | Mobile: 714.310.5478  
Email: [Marisa.O'Neil@ocparks.com](mailto:Marisa.O'Neil@ocparks.com)

- 22. Qualifications of (Bidders/Respondents):** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the (Bidder/Respondent) to perform the services/furnish the goods and the (Bidder/Respondent) shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect (Bidder's/Respondent's) physical facilities prior to award to satisfy questions regarding the (Bidder's/Respondent's) capabilities. The County further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (Bidder/Respondent) fails to satisfy the County that such (Bidder/Respondent) is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.
- 23. 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 County; and inclusion of sufficient funding for services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- 24. Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being made by the County of Orange Board of Supervisors for each year during the term of this Contract. If such appropriations are not forthcoming, the Contract will be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- 25. Contractor's Records:** 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 years after final payment is received from the County. Storage of records in another County will require written approval from the County of Orange DPA.
- 26. Expenditure Limit:** The Contractor shall notify the County's Division Manager or his/her designee in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County 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.

**27. Applicable Terms and Conditions:** This Contract and any of its noted attachments contain the entire understanding between the Contractor and the County. All previous proposals, offers, discussions, preliminary understandings and other communications relative to this Contract, oral or written, are hereby superseded, except to the extent that they have been incorporated into this Contract. The only terms and conditions that will be applicable to the interpretation of this Contract are those issued by the OCCR/OC Parks Purchasing & Contract Services of the County of Orange. No future waiver of or exception to any of the terms, conditions and provisions of this Contract shall be considered valid, unless specifically agreed to in writing.

No addition to, or alteration of the scope of work and technical specifications, or terms and conditions of this Contract or any of its noted attachments, whether written or verbal, by the parties, their officers, employees or agents, shall be valid unless made in the form of a written Modification to this Contract, which shall be formally approved and executed by both parties.

**28. Change in Ownership:** The contractor agrees that if there is a change in ownership prior to completion of this contract, the new owner will be required, under terms of sale, to assume this contract and complete it to the satisfaction of the County.

**29. Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this contract. The County will not provide free parking for any service in the County Civic Center.

**30. County of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of contract but prior to official award of contract, the selected contractor agrees to furnish to the contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:

- A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
- B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the contractor to timely submit the data and/or certifications required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

**31. Validity:** The invalidity in whole or in part of any provision of this contract shall not void or affect the validity of any other provision of the contract.

**32. Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other County of Orange Agencies/Departments ("Cooperative Entities"). Cooperative entities wishing to use this Contract will be responsible for issuing their own purchase documents/agreements, providing for their own

acceptance, and making any subsequent payments. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. County of Orange makes no guarantee of usage by other users of this Contract. County of Orange may authorize the loading of this agreement into an electronic commerce system.

## II. 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 trial to another county.
- B. Entire Contract:** This Contract, including Attachments and Exhibit, incorporated herein by this reference as if fully set forth, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, 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 County of Orange unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his 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 County unless authorized by County in writing.
- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. Delivery:** Time of delivery of goods is of the essence in this Contract. County reserves the right to refuse any goods and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Overshipments and undershipments shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until goods have actually been received and accepted in writing by County.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by the County, 1) acceptance shall not be deemed complete unless in writing and until all the goods have actually been received, inspected, and tested to the satisfaction of County, 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) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) 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 County and its indemnities as identified in paragraph "HH" below, and as more fully described in paragraph "HH", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. 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, property right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "HH" below, it shall indemnify, defend and hold County and County 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, but not limited to, attorney's fees, costs and expenses.

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.

**I. Assignment or Sub-Contracting:** 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 or sub-Contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-Contract the performance or any portion thereof of this Contract without the express written consent of County 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 sub-Contractors 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 all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.

**K. Termination:** Notwithstanding any other provision of this Contract, County may at any time and without cause terminate in whole or in part, upon not less than (30) thirty days written notice to Contractor. Such termination shall be effected by delivery to Contractor a Notice of Termination specifying effective date of termination, whether Contract shall be terminated in whole or in part and if applicable the portion of work to be terminated.

Contractor shall immediately stop work in accordance with Notice of Termination and comply with any other direction as may be specified in Notice of Termination or provided subsequently by County. County shall pay Contractor for work completed and accepted by County prior to effective date of termination and such payment shall be Contractor's sole remedy.

In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligations.

Under no circumstances will Contractor be entitled to anticipatory or unearned profits, consequential damages or any other damages of any sort as a result of a termination in whole or in part under this provision. Contractor shall insert in all subcontracts that subcontractors shall stop work on the date of and if applicable the portion of work to be terminated in a Notice of Termination, and shall require sub-consultant's to insert the same condition in any lower tier subcontracts.

**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. 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.
- N. 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 County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- P. 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 County 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 County 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 County 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 County representative(s) at any reasonable time.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management upon review of Contractor's current audited financial report.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County 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 CEO/Office of Risk Management 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:

<u>Coverage</u>	<u>Minimum Limits</u>
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

### **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 2010 or CG 2033 or a form at least as broad naming the **County of Orange** its elected and appointed officials, officers, agents and employees as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" 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 CPO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County 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 County of Orange Risk Manager as appropriate to adequately protect County.

County 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 County incorporating such

changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County 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.

- Q. Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "HH" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. 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 County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- U. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-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.
- V. Compliance with Laws:** Contractor represents and warrants that the 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 County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "P" above and "HH" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation scheduling, packaging, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. Pricing:** The Contract bid price shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. *Intentionally left blank***
- Z. Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

- AA. Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. 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.
- CC. Calendar Days:** Any reference to the word “day” or “days” herein mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. Attorney Fees:** In any action or proceeding to enforce or interpret any provisions of this Contract, or where any provisions hereof is validly asserted as a defense, each party shall bear its own attorney’s fees, costs and expenses.
- EE. 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 has 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.
- FF. Authority:** The parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. 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 County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County 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.
- HH. Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County 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 County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.



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**II. Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) 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 County will provide reasonable notice of such an audit or inspection and agrees to comply with Contractor's policies with respect to the protection of sensitive or confidential information.

The County 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 County 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 Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date preceding the signature.

**THE ACE AGENCY, INC.\*:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\* Pursuant to California Corporations Code Section 313, If the Contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

**COUNTY OF ORANGE**  
a political subdivision of State of California

\_\_\_\_\_  
Signature

Diana Lin  
\_\_\_\_\_  
Print Name

Deputy Purchasing Agent  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT A**  
**SCOPE OF WORK**

**A. Introduction**

Orange County Parks (“OC Parks”), a division of the County of Orange (“County”) OC Community Resources (“OCCR”), is seeking qualified public relations firms to produce a comprehensive public communications and outreach program.

OC Parks’ Mission Statement:

*“As a steward of significant natural and cultural resources, Orange County Parks manages and operates a system of regional parks, beaches, harbors, trails and historic sites that are places of recreation and enduring value.”*

**B. Background**

On June 14, 2016, the Board approved reorganization of OC Dana Point Harbor (OCDPH) into OC Parks in addition to the Dana Point Harbor (Harbor), this facility includes marinas; yacht clubs; boating, sailing, and cruise services; fishing; lodging; shops; restaurants; and meeting and event spaces. The Harbor also regularly hosts large-scale events such as the Boat Parade, Festival of Whales and Fourth of July Extravaganza.

As a standalone department, OCDPH did not assign staff to fulfill a Public Information Officer or event coordinator role. Since the reorganization, OC Parks staff have identified a need to provide marketing and support services for the numerous events conducted at the Harbor as well as the businesses operating in the Harbor that generate revenue for the County. During the period of July 1, 2015 to June 30, 2017, these businesses generated approximately \$25 million in revenue, and the events attracted tens of thousands of visitors to the Harbor and fostered positive publicity, valuable public interactions and community building opportunities. Additionally, OC Parks is in the process of seeking proposals for a major revitalization effort in the Harbor, and resources to assist staff with outreach and providing information to the public is also needed.

OC Parks also operates and maintains 60,000 acres of parks and open space, 19 Regional Parks and 4 miles of beaches.

Parks today face increasing competition for the public’s attention, particularly the attention of younger visitors. OC Parks needs to reach out to residents and their children, to educate them about the County park facilities available to them and to tout the fitness and educational benefits its facilities offer. OC Parks is looking for fresh ideas to appeal to residents and visitors of all ages and to grow its customer base.

OC Parks offers a variety: wilderness hikes; campgrounds; world-class mountain biking; nature centers; nationally-recognized historic sites; fishing; surfing; and the list goes on. Whether a visitor comes to jog or camp; a family holds a reunion at a park or meets friends at the beach, OC Parks offers everything you need to make every day a great one.

**C. Objectives**

The primary objective of this Scope of Work (SOW) is to continue and improve effective communication to OC Parks customers – residents of and visitors to Orange County. This will be done through press releases, media outreach, and through the development of new strategies and materials to reach as many people as possible. The effectiveness must also be measured through media tracking reports.

**D. Task and Deliverables**

The tasks and deliverables shall be consistent with and based upon the objectives listed in Paragraph C above. The scope of work on these services and deliverables is described in the form of tasks below.

Contract will ~~W~~work with OC Parks in support of the Communications Unit's efforts. These efforts will be executed in conjunction with OC Parks Public Information Officer by developing press related material, strategizing media communication (both traditional and nontraditional media), media pitching, managing media-related events and activities, and the monitoring and reporting of media communication. The scope of services required are as follows:

1. Create and present an annual Communications/Public Relations Plan with measurable outcomes.
  - a. Identify target messaging.
  - b. Identify and maintain media outlets (traditional and nontraditional).
  - c. Present results in monthly reports using media tracking service.
    - \* Broadcast, print, Internet news, and social media
    - \* Impressions and media value
    - \* Summary of month's public relations activities.
  - d. Attend required meetings (up to two a month) with OC Parks and Dana Point Harbor stakeholders to report progress and keep PR and marketing efforts on track.
2. Media Support
  - a. Identify and maintain relationships with media outlets (traditional and nontraditional) that benefit all OC Parks facilities including Dana Point Harbor.
  - b. Develop and manage list of valuable media sources that will have interest in Dana Point Harbor.
  - c. On-going communication with press to ensure coverage of all OC Parks facilities including Dana Point Harbor.
  - a.d. Serve liaison between media and OC Parks when necessary.
  - b.e. Provide on-site media support and coordination as needed.
  - e.f. Serve as backup to parks staff as needed.
3. Press releases and follow-up
  - a. Write, distribute and follow up on monthly OC Parks event calendar press releases and/or distribute as a monthly newsletter to subscribers (aid with collecting subscribers).
  - b. Write, distribute and follow-up on a maximum of ~~1530~~ event/announcement press releases annually.
4. Photography services
  - a. Provide photography services as needed for events and other promotional purposes as needed, for a maximum of up to ~~2028~~ occurrences.
5. Video shooting and editing
  - a. Provide video shooting and editing services as needed to produce short (one to three minute) videos for events and other promotional purposes, for a maximum of up to ~~six~~10 occurrences.
6. Assistance with Social Media
  - a. Manage all aspects of County's role in Dana Point Harbor social media presence. Including:
    - Refresh social media profiles on Facebook, Twitter and Instagram.
    - Develop and execute monthly content calendar for each platform.
    - Event promotions, Harbor news, retailer / tenant updates and promotions, contests, unique behind the scenes look at Dana Point Harbor.
    - Monitor and respond to platform activity.
    - Outreach to like-minded partners and for social opportunities.
    - Cross promote with all tenants, retailers and partners.
  - a.b. Serve as backup to parks staff for social media posts to Facebook and Twitter or other sites as needed, for a maximum of up to 24 posts.

- 
- c. Help administer social media-based contests as needed.
  - d. DanaPointHarbor.com website refresh to new, updated WordPress operating system.
  - e. Migration of content into premium theme framework on fast and secure hosting environment.
  - f. Revamp look and feel by updating navigation, header, logo, colors, fonts, plugins, pages etc.
  - b-g. Monthly website support and updates.
7. Purchasing and placing advertising
- a. Identify cost-effective advertising opportunities for selected events, then purchase and place the ad, ~~not~~ to exceed \$10,000.
  - b. Included in this, develop social, local and regional advertising campaign to attract visitors to Dana Point Harbor and its activities offered.
  - c. Place, execute and manage campaigns.
  - d. Develop consistent ad campaign creative.
  - e. Print, web and radio.
  - f. Develop web and social media profile assets.
  - g. Develop templates for email communications.
  - a-h. Profile and cover graphics consistent with website creative.

**ATTACHMENT B**  
**COMPENSATION AND PAYMENT**

- I. Compensation:** This is a fixed fee price Contract between the County and the Contractor for Public Relation Services in an amount not to exceed ~~\$95,000~~ \$300,000 as set forth in this Contract.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration 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. The County shall have no obligation to pay any sum in excess of total Contract amount specified unless authorized by an amendment in accordance with Articles C and R of the County's General Terms and Conditions.

- II. Payment Terms:** Invoices are to be submitted in arrears to the user Agency/Department to the ship-to address, unless otherwise directed in this Contract. Vendor must reference Contract number on all invoices. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange 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 and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

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

- III. Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead. Each invoice will have a unique number and will include the following information:

- a. Contractor's name and address
- b. Contractor's remittance address, if different from (a), above
- c. Name of County Agency/Department
- d. Contract number: MA-012-16011797 (*must list on **ALL** invoices*)
- e. Deliverables / Service description
- f. Total
- g. Federal Taxpayer I.D. number

Invoices and support documentation are to be forwarded to:

OC Community Resources  
Attn: Accounts Payable  
1770 N. Broadway, 4<sup>th</sup> floor  
Santa Ana, CA 92706

The responsibility for providing all acceptable invoice(s) to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. The County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

*County of Orange*  
*The ACE Agency, Inc.*

*Contract Number*  
*MA-012-16011797*

**IV. Payment (Electronic Funds Transfer (EFT)):** The County 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 County of Orange via an EFT Authorization Form. *To request a form, please contact the agency/department representative listed in the bid. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.*

**V. EFT Invoicing Instructions:** The Contractor will provide a two-part invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- a) Contractor's name and address
- b) Contractor's remittance address, if different from (a), above
- c) Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN)
- d) Name of County agency/department
- e) Delivery/Service address
- f) Contract Number: MA-012-16011797
- g) Date of order
- h) Product/service description, quantity, and prices
- i) Sales tax, if applicable
- j) Freight/delivery charges, if applicable
- k) Total

**ATTACHMENT C**  
**LABOR RATES**

1. Labor Rates:  
a. All-inclusive classification(s) fixed Hourly Rate.

<b><u>Classification</u></b>	<b><u>Hourly Rate</u></b>
Project Manager	\$110.00
Public Relations Director	\$110.00
Public Relations Coordinator	\$100.00
Videographer	\$100.00
Copywriter	\$ 95.00
Digital Media Specialist (social media)	\$ 85.00
Public Relations Assistant	\$ 80.00
Photography	\$ 75.00



**ATTACHMENT D**  
**STAFFING PLAN**

## 1. Primary Staff/Key Personnel to perform Contract duties

<b><i>Name</i></b>	<b><i>Classification</i></b>	<b><i>Description of Services</i></b>
Ashley Eckenweiler	Project Manager / Public Relations Director	<ul style="list-style-type: none"> <li>- Develop and maintain public relations plan</li> <li>- Coordinate execution of the public relations plan</li> <li>- Develop advertising plans for specific events</li> <li>- Manages each public relations campaign from beginning to end</li> <li>- Communicate with press and execute media pitching</li> <li>- Blend a traditional public relations strategy with new media to deliver meaningful, comprehensive results</li> <li>- Develop new media relationships on behalf of the client</li> <li>- Identify milestones and make future public relations recommendations</li> <li>- Present monthly communications report and account status overviews</li> <li>- Oversee and direct agency staff to implement identified strategy and tactics</li> <li>- Main day-to-day contact with client and works directly with senior client staff</li> </ul>
Tori Elder	Public Relations Coordinator	<ul style="list-style-type: none"> <li>- Cultivate and manage press and public databases and lists</li> <li>- Execute dissemination of press releases, media material and email newsletters</li> <li>- Management and execution of advertising plan for identified events</li> <li>- Monitor press clippings, editorial inclusion and media mentions across broadcast, print and digital sources.</li> <li>- Manage use of media monitoring software</li> <li>- Develop and compile monthly communications report detailing all press clips impressions and media value across all platforms</li> <li>- Hire, schedule and manage photography and videography services</li> </ul>
Heidi Darby	Copy Writer / Digital Media Specialist	<ul style="list-style-type: none"> <li>- Creation of messaging and targeted language to use in media materials</li> <li>- Draft and edit media materials including press releases, social media copy, boiler plate messaging, newsletter content, blog posts</li> <li>- Advise on social media strategy, trends, content and execution</li> <li>- Deploy approved content on social media platforms as needed</li> </ul>
Stephanie Brown	Public Relations Assistant	<ul style="list-style-type: none"> <li>- Assist the Public Relations Coordinator with the management of databases and lists</li> <li>- Assist with the monitoring of press clips</li> <li>- Help with the development of the monthly communications report</li> </ul>
Lily Fassnacht	Photography	<ul style="list-style-type: none"> <li>- Capture still photos of client spaces and events</li> <li>- Edit photos to meet client requirements</li> <li>- Provide final product output to specifications</li> </ul>
Marcus Sotelo	Videographer	<ul style="list-style-type: none"> <li>- Capture video footage of client spaces and events</li> <li>- Edit video to meet client requirements</li> <li>- Provide final product output to specifications</li> </ul>

EXHIBIT 1

**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT  
CERTIFICATION REQUIREMENTS**

In order to comply with the child support enforcement requirements of the County of Orange, within ten days of notification of selection of award of contract but prior to official award of contract, the selected contractor agrees to furnish to the contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:

- A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
- B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the contractor to timely submit the data and/or certifications required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

The certifications will be stated as follows:

*"I certify that **The ACE Agency, Inc.** is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of **Contract Number MA-012-16011797** with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within ten (10) calendar days of notice from the County shall constitute grounds for termination of the Contract."*

Signature	Name (Print)
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Title	Date
-------	------

Signature	Name (Print)
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Title	Date
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<u>The ACE Agency, Inc.</u>	
Company Name	

<u>MA-012-16011797</u>	\$95,000
Contract Number	Contract Amount

\*Two signatures required if corporation.

COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT  
CERTIFICATION REQUIREMENTS  
(blank form)

A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address:

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

\_\_\_\_\_

B. For Contractors doing business in a form other than as an individual:

Name, Date of Birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity:

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

\_\_\_\_\_

(Additional sheets may be used if necessary)