

**CONTRACT MA-080-12010736  
FOR  
STORMWATER EDUCATION AND OUTREACH CAMPAIGN**

THIS Contract MA-080-12010736 to provide Professional Services for Stormwater Education and Outreach Campaign, (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 ~~Roger Faubel Public Affairs, Inc., with a place of business at 25 Orchard, Lake Forest, CA 92630~~ Barrios & Associates, LLC dba - Communications Lab, with a place of business at 25 Orchard, Suite 250, Lake Forest, CA 92630 (hereinafter referred to as "Contractor"), with County and Contractor sometimes individually referred to as ("Party") or collectively referred to as ("Parties").

**RECITALS**

**Amendment #4**

Assignment, Novation and Consent Agreement for name change from Roger Faubel Public Affairs, Inc. to Barrios & Associates, LLC dba -Communications Lab.

WHEREAS, County and Contractor are entering into this Contract for Professional Services under a usage Contract; and,

WHEREAS, County solicited Contract for Professional Services as set forth herein, and Contractor has represented that it is qualified to provide Professional Services to the County as further set forth herein; and,

WHEREAS, Contractor agrees to provide Professional Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Contractor's Pricing, attached hereto as Attachment B;

NOW THEREFORE, the Parties mutually agree as follows:

**ARTICLES**

1. **Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor will provide Professional Services for Stormwater Education and Outreach Campaign as set forth in the Scope of Work identified as Attachment A to this Contract and incorporated herein as if fully set forth.
2. **Term:** ~~The initial term of this Contract shall be effective upon execution of all authorized signatures and shall be in effect for one (1) year from that date unless otherwise terminated as provided herein. This Contract may be renewed upon expiration of the initial term, for four (4) additional years, upon mutual agreement of both Parties. The County is not obligated to give a reason if it elects not to renew. Renewal amendments may require approval of the County Board of Supervisors.~~

**Amendment #2 (Renewal)**

The term of this Contract shall become effective March 21, 2013 and shall continue for one (1) year from that date. This Contract may be renewed upon expiration of the initial term for three (3) additional years, upon mutual agreement of both parties. The County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require approval of the County Board of Supervisors.

**Amendment #4 (Renewal)**

Contract shall be effective March 21, 2014 and shall continue for one year from that date, unless otherwise terminated as provided herein. This Contract may be renewed upon expiration of the initial term, for two (2) additional years, upon mutual agreement of both Parties. The County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require County Board of Supervisors approval.

**Amendment #5 (Renewal)**  
The term of this Contract shall become effective March 21, 2015 and shall continue for two (2) years from that date.

- 3. **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 the 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.
- 4. **Conflict of Interest:** 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. **Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of the County. 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.
- 6. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.
- 7. **News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said news media contact from the County through the County’s Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokespersons for County projects without first obtaining permission from the County Project Manager.
- 8. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute 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 offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
  - c. Terminate the Contract immediately without penalty.

9. **Contract Disputes:** 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 Supervisor and the County's project manager as specified in Article 12. "Notices" by way of the following process, such matter shall be brought to the attention of the County Deputy Purchasing Agent (DPA) by way of the following process:
- a. The Contractor shall submit to the County DPA 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.
  - b. 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.
  - c. 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 DPA 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.
10. **Orderly Termination:** 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.
11. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and Contractor personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
12. **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.

County: OC Public Works/OC Watersheds  
Attn: ~~Jenna Voss~~ Christy Suppes  
2301 N. Glassell St.  
Orange, CA 92865  
Phone: 714.955.~~0672~~0673  
Email: ~~Jenna.Voss~~Christy.Supes@ocpw.ocgov.com

**Amendment #5 (Renewal)**

~~cc: OC Public Works/OC Fleet & Procurement Services  
Attn: Sandy Romero, County DPA  
300 N. Flower Street, Suite 838  
Santa Ana, CA 92703  
Phone: 714.667.9641  
Email: Sandy.Romero@ocpw.ocgov.com~~

**Amendment #4 (Renewal)**  
~~cc: OC Public Works/Procurement Services  
Attn: Eddie Perkins, County DPA  
300 N. Flower Street, Suite 838  
Santa Ana, CA 92703  
Phone: 714.667.9635~~

**Amendment #5 (Renewal)**  
cc: OC Public Works/Procurement Services  
Attn: Helen Hernandez, County DPA  
300 N. Flower Street, Suite 838  
Santa Ana, CA 92703  
Phone: 714.667.9626

~~Contractor: Roger Faubel Public Affairs, Inc.  
Attn: Brian Lochrie  
25 Orchard  
Lake Forest, CA 92630  
Phone: 949.768.1601  
Email: blochrie@faubelpublicaffairs.com~~

**Amendment #4 (Renewal)**  
Contractor: Communications Lab  
Attn: Arianna Barrios  
25 Orchard, Suite 250  
Lake Forest, CA 92630  
Phone: 949.768.1601  
Email: arianna@communicationslab.com

13. **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.

14. **Entire Contract:** This Contract, including attachments which are attached hereto and incorporated herein by this reference, 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 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 County's Purchasing Agent or his designee.

15. **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.
16. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
17. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed Scope of Work. Acceptance of any part of the order for goods 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 of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.
18. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears.
19. **Warranty:** Contractor expressly warrants that the goods/services 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 Article 46 below, and as more fully described in Article 46, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services 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.
20. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Article 46 below, it shall indemnify, defend and hold County and County Indemnities 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.
21. **Assignment or Subcontracting:** 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 subcontracted 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.



22. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
23. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Contract, 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.
24. **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.
25. **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.
26. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither the Contractor, its employees, nor anyone working for Contractor under this Contract shall be considered an agent or an employee of County. Neither the Contractor, employees nor anyone working for the Contractor under this Contract shall qualify for workers' compensation or other fringe benefits of any kind through County.
27. **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/services 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.
28. **Insurance Provisions:** Prior to the provisions of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore 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.

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 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), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

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:** Minimum insurance company ratings as determined by the most current edition of the **Best’s Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A-(Secure A.M. Best’s Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

This 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
Professional Liability Insurance	\$1,000,000 per claims made or 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, employees, agents 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.

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

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

All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

If contractor's Professional Liability policy is a "claims made" policy, contractor shall agree to maintain professional liability coverage for two years following completion of contract.

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

Insurance certificates should be forwarded to:

County of Orange, OC Public Works  
ATTN: ~~Sandy Romero~~  
300 N. Flower, Suite 838  
Santa Ana, CA 92703

**Amendment #4 (Renewal)**  
Procurement Services

If the contractor fails to provide the insurance certificates and endorsements within seven days of notification by OC Public Works 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 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.

- 29. **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 Article 46 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.
- 30. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- 31. **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..
- 32. **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.



33. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and 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.
34. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by 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 Article 46 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.
35. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
36. **Pricing:** The Contract price, as more fully set forth in Attachment B, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Contractors Pricing attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
37. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
38. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
39. **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.
40. **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.
41. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
42. **Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
43. **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 of 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.

44. **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.

45. **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.

46. **Indemnification:** 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.

47. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County, at prices listed in the Contract, regardless of quantity requested. Orders may be placed against this contract at the convenience of the using agency/department.

48. **Usage Reports:** Upon County request, Contractor shall submit usage reports to County which shall include, at minimum, summarized quantities, item descriptions. The usage report shall be in a format specified by County.

**Amendment #4 (Renewal)**

**49. Expenditure Limit:** The Contractor shall notify the County of Orange assigned buyer 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.

**Amendment #5 (Renewal)**

**50. Audit/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. 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 agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County’s project manager.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

~~ROGER FAUBEL PUBLIC AFFAIRS, INC.\*~~ BARRIOS & ASSOCIATES, LLC DBA COMMUNICATIONS LAB\*  
a State of California Corporation

By \_\_\_\_\_

By \_\_\_\_\_

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

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

Title \_\_\_\_\_  
Corporate Officer

Title \_\_\_\_\_  
Corporate Officer

Date \_\_\_\_\_

Date \_\_\_\_\_

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

By \_\_\_\_\_

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

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

Date \_\_\_\_\_

**APPROVED AS TO FORM:**  
County Counsel

By \_\_\_\_\_  
Deputy

Date \_\_\_\_\_

\* 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 signator to bind the corporation.

**ATTACHMENT A  
SCOPE OF WORK****I. GENERAL DESCRIPTION**

Contractor shall provide Professional Services for Stormwater Education and Outreach Campaign as listed below. Contractor shall furnish all services, materials, supplies, labor and studies in connection with the work described herein. Contractor shall use knowledge of National Pollutant Discharge Elimination System (NPDES) permits for Orange County and services shall comply with specified permit provisions and County of Orange policy.

**II. BACKGROUND**

The County, Orange County Flood Control District and cities within Orange County (the "Permittees"), discharge stormwater from their urban areas under NPDES stormwater permits from the Santa Ana and San Diego Regional Water Quality Control Boards. These permits, most recently updated in 2009 (Order Nos. R8-2009-0030 and R9-2009-0002), require the Permittees to implement an effective water quality protection themed public and business education and outreach program.

The County, Orange County Flood Control District and the 34 Orange County cities' (Permittees) principal policy and program guidance for stormwater permit compliance is the Drainage Area Management Plan (DAMP). The main objective of the DAMP is to fulfill the commitment of the Permittees to present a plan that satisfies NPDES permit requirements. DAMP Section 6.0 describes the Permittees' stormwater public and business education and outreach program (Program) which is intended to be a long-term, cost-effective approach to educate the public and targeted business groups about the adverse environmental consequences of urban stormwater runoff and encourage their participation in practices and behaviors that will be protective of surface water quality. It is intended to specifically address the public education requirements principally found in Section XIII of Order R8-2009-0030 and Directives F and G of Order No. R9-2009-0002. These sections require the Permittees to:

- Measurably increase the knowledge of target communities regarding the storm drain system, impacts of urban runoff and stormwater pollution on receiving waters, and potential BMP solutions for the target audience;
- Measurably increase knowledge and change the behavior of target communities and thereby reduce pollutant releases to the municipal storm drain system and the environment;
- Target 100% of the residents, including businesses, commercial and industrial establishments; and
- Through the use of the local print, radio, and television achieve a minimum of 10 million impressions per year in the Santa Ana Regional Board area.

The Program incorporates Project Pollution Prevention branding, periodic public opinion surveys and annual assessments to develop campaign goals and to define the key messages and specific community outreach activities and approaches.

**III. OBJECTIVES**

The Program is intended to effectively educate the public and targeted business groups about the sources and causes of stormwater pollution and encourage their participation in the protection of surface waters. The primary objectives of the Program are to:

- A. Support compliance with the public and business education outreach elements of the Santa Ana and San Diego municipal NPDES stormwater permits;
- B. Increase awareness among target segments of the residential and commercial populations that are engaged in polluting behaviors, relevant impacts of and specific solutions to stormwater pollution;

- C. Motivate targeted segments of the residential and business population that are engaged in activities and behaviors that contribute to stormwater pollution to change their behaviors and adopt positive alternatives for controlling pollutants at source and conserving water; and
- D. Create effective, community-based and thematically related Program materials that communicate the key messages of the Program and complement existing Program products developed by the Permittees and those of neighboring county stormwater programs.

#### **IV. SCOPE OF SERVICES**

The Scope of Services outlined below includes tasks and associated sub-tasks outlined to be in compliance with aforementioned NPDES stormwater permits. Additional detail may be provided on sub-task implementation by the County and its Permittee Public Education Sub-committee.

References to permit sections within the tasks below reflect specific regulatory requirements that are to be met.

#### **A. SCHEDULE AND TASK COSTS – YEAR 1**

##### **1. Task 1 – Behavioral Analysis and Planning**

Contractor will research (public awareness survey, behavioral analysis), complete a strategic review and prepare plans (Media Plan and Community Impact Plan) (Figure 1).

Contractor shall conduct a public awareness survey in accordance with the format and content of previous surveys (2003, 2005 and 2009) (R8-2009-0030 Section XIII.1). Contractor will utilize survey results to complete a rigorous strategic review to complement this behavioral analysis. A community impact plan and media plan will be developed based on survey results, behavioral analysis and strategic review.

Contractor shall conduct a behavioral analysis to identify target groups for outreach based on behaviors that result in pollution. Contractor will determine method for targeted messaging based on these groups and behaviors to identify interests, barriers, motivators, preferred channels of communication and other applicable information. This analysis shall identify and prioritize the pollutant sources that can most readily be addressed through changing behavior (Order R8-2009-0030 Section XIII.3; Order R9-2009-002 Directive F.3.b & c) through outreach and at the same are most problematic as identified through water quality monitoring and regulatory citing.

Contractor will complete a strategic review of Project Pollution Prevention evaluating the last ten years of implementation which considers results from all four public awareness surveys (2003, 2005, 2009 and 2012), the behavioral analysis, annual reporting, water quality results, pollution incident data and NPDES stormwater permits. The strategic review will culminate in a final report from which the Contractor will develop a Community Impact Plan and Media Plan.

Contractor will develop a community impact plan for outreaching to target groups, to change behaviors identified in the behavioral analysis and set goals for prioritization. The media plan will outline the path to achieve **both** ten million impressions and targeting 100% of Orange County residents and businesses (Order R8-2009-0030 Section XIII.3). Contractor will also establish evaluative measures and goals to assess changes in awareness, knowledge and behavior at a greater frequency than the biennial public awareness surveys in both plans.



Figure 1. Task 1 Flowchart



#### a. Subtasks

- i. **Public Awareness Survey (Year 1 only)** – Contractor will conduct a public awareness survey in accordance with the format of previous surveys (2003, 2005 and 2009) (Order R8-2009-0030 Section XIII.1). Survey content will be adjusted to identify pollutants and associated pollution-causing behaviors for targeted outreach and preferred methods for receiving information. Analysis of survey results will inform the development of implementation plans.
  - a.) *Deliverables:*
    - 1) *2012 Public Awareness Survey (within 3 months of contract approval)*
    - 2) *Report and Analysis of Survey Findings (within 30 days of survey completion)*
- ii. **Behavioral Analysis** – Contractor will complete a behavioral analysis that identifies target groups for outreach to change behaviors that results in pollution. Analysis will classify target groups geographically, ethnically, socio-economically, through shared interests and/or other significant subcategories tied to pollutants of concern.
  - a.) *Deliverables:*
    - 1) *Draft Behavioral Analysis (within 60 days of survey completion)*
    - 2) *Final Behavioral Analysis (within 30 days of Draft Behavioral Analysis)*
- iii. **Strategic Review** – Contractor will conduct a strategic review of outreach efforts since the inception of Project Pollution Prevention (2002-03 reporting year). Review shall identify both advances in public knowledge and changes in behavior as well as provide an approach to address key areas for potential program development (cite 2006 report *Measuring the Effectiveness of the Orange County Stormwater Public & Business Education and Outreach Program*).

a.) *Deliverables:*

- 1) *Draft Strategic Review (within 60 days of survey completion)*
- 2) *Final Strategic Review (within 30 days of Draft Strategic Review completion)*

- iv. **Community Impact Plan** – Contractor will develop targeted non-media plan to identify underserved communities, residents, organizations, businesses and other groups with whom collaboration would further support the objectives of Project Pollution Prevention and develop pollutant and/or behavior-specific materials.

a.) *Deliverables:*

- 1) *Draft Community Impact Plan (within 30 days of Final Behavioral Analysis and Final Strategic Review completion)*
- 2) *Final Community Impact Plan (within 30 days of Draft Community Impact Plan completion)*
- 3) *Database of Community Groups Identifying Targeted Outreach Effort by Group (within 30 days of Draft Community Impact Plan completion)*

- v. **Media Plan** – Contractor will develop targeted media plan designed to not only achieve ten million impressions but specifically target 100% of Orange County residents and businesses (Order R8-2009-0030 Section XIII.3). Paid media will include outreach to target groups based on public awareness survey results, the behavioral analysis and strategic review.

a.) *Deliverables:*

- 1) *Draft Media Plan (within 30 days of Final Behavioral Analysis and Final Strategic Review completion)*
- 2) *Final Media Plan (within 30 days of Draft Media Plan completion)*

## **2. Task 2 – Community Impact Plan Implementation**

Contractor will implement the Community Impact Plan to measurably increase accessibility of Program messages and extend the reach of messages to residents (Order R9-2009-002 Directive F.3.b.(6)), business (Order R9-2009-002 Directive F.3.b.(6)), and other organizations county-wide. In addition, the contractor will coordinate, network with and document collaborations with agencies and non-profit organizations to use grass roots outreach efforts to disseminate Project Pollution Prevention messaging, drawing on the analysis completed in Task 1.

Contractor will also staff events and provide presentations on general stormwater pollution prevention and other specific topics (i.e. LID, rainwater harvesting, etc.) where appropriate. Contractor will develop a “toolbox” and training to provide cities with the materials needed to concurrently provide outreach pursuant to permit requirements, such as outreaching at events (Order R8-2009-0030 Section XIII.2) and documenting increases in knowledge and changes in behavior of residents and target groups on a jurisdictional level.

Contractor will also develop materials and programming pursuant to NPDES Permit requirements to target specific audiences and behaviors. Materials will make causal connections between individual and community behaviors and protection of water quality (Order R9-2009-002 Directive F.3.c.(6)(b)(iii)) and increase knowledge of target groups. Messaging will present clear informational and/or functional messages to the end user and will be community-based stemming from **Task 1**. These materials will integrate with one another in aesthetics and appearance to maintain the identity of Project Pollution Prevention and imbue brand value whilst ensuring current, modern appeal.

Contractor will develop a portfolio of new/creative, multicultural, watershed specific, business specific, online and community-based outreach materials that will target audiences and behaviors based on the completed behavioral analysis and strategic review.

**a. Subtasks**

- i. **Development of multicultural materials** – Contractor will develop materials and outreach programs for grass roots outreach to Spanish, Vietnamese and Korean-speaking communities. Contractor will also use effective and culturally appropriate dissemination techniques.

*a.) Deliverables:*

- 1) *Draft Materials Portfolio – Multicultural Element (within 30 days of Final Behavioral Analysis and Final Strategic Review completion)*
- 2) *Final Materials Portfolio – Multicultural Element (within 30 days of Draft Materials Portfolio completion)*

- ii. **Watershed-specific materials** – Contractor will develop watershed and pollutant-specific materials based on requirements for both NPDES Permits. Contractor will also coordinate with Permittees to identify watershed-specific pollution issues and develop materials accordingly. Efforts may include coordination with local watershed-based groups (Order R9-2009-002 Directive G.5).

*a.) Deliverables:*

- 1) *Draft Materials Portfolio- Watershed Element (within 30 days of Final Behavioral Analysis and Final Strategic Review completion)*
- 2) *Final Materials Portfolio –Watershed Element (within 30 days of Draft Materials Portfolio completion)*

- iii. **Business-specific materials** – Contractor will develop industry-specific materials that provide an overview of Permit requirements and a technical basis for pollution prevention BMPs and techniques. Contractor will provide workshops on proper business-specific BMPs and assess gains in knowledge, develop method for assessing changes in behavior of businesses, and develop creative methods for business involvement in protecting water resources (Order R8-2009-0030 Section XIII.3 & 4). Target groups will include but shall not be limited to the land development community and mobile businesses (Order R9-2009-002 Directive F.3.b(6)).

*a.) Deliverables:*

- 1) *Draft Materials Portfolio – Business Element (within 30 days of Final Behavioral Analysis and Final Strategic Review completion)*
- 2) *Final Materials Portfolio - Business Element (within 30 days of Draft Materials Portfolio completion)*

- iv. **Online Materials** – Contractor will develop and maintain online materials as appropriate and authorized by the County Project Lead. Such online materials may ultimately be maintained in-house by the County. These may include, but

will not be limited to Facebook, YouTube, online blog posting, RSS feeds, e-newsletters and flash-based online flip brochures.

a.) *Deliverables:*

- 1) *Draft Materials Portfolio – Online Element (within 30 days of Final Behavioral Analysis and Final Strategic Review completion)*
- 2) *Final Materials Portfolio – Online Element (within 30 days of Draft Materials Portfolio completion)*

- v. **Develop partnerships** – Contractor will develop working relationships with local groups for the dissemination of program messaging, advertising and materials through existing networks.

a.) *Deliverables:*

- 1) *Community Group Collaboration Database (within 60 days of Final Behavioral Analysis and Final Strategic Review completion)*

- vi. **Training for Permittees** – contractor will provide training to Permittees and a “toolbox” of outreach options to maintain compliance and create consistency of outreach tactics and messaging across the County (Order R8-2009-0030 Section XIII.4).

a.) *Deliverables:*

- 1) *Permittee Training Session (within 9 months of contract approval)*

- vii. **Public Events Staffing** – contractor will staff community events and provide presentations as requested by County Project Lead (Order R8-2009-0030 Section XIII.2).

a.) *Deliverables:*

- 1) *Event staffing (as needed)*
- 2) *Provision of presentations on various stormwater topics (as needed)*

**3. Task 3 – Media Plan Implementation**

Contractor will implement a media plan of mass media efforts to increase the visibility of Project Pollution Prevention messaging. Media must achieve a minimum of 10 million impressions annually (Order R8-2009-0030 Section XIII.3). Contractor will ensure county-wide coverage for advertising purchases and leverage paid media to obtain pro-bono placements. Purchase of the media will largely take place in Years 2 and 3 of the contract.

**a. Subtasks**

- i. **Creative development** – Contractor will develop artwork and messaging to encourage and foster changes in behavior and to increase knowledge of target groups identified in the behavior analysis. Creative artwork and messaging will be compiled in a media portfolio throughout the duration of the contract and will be updated with each additional piece for Permittee use.

a.) *Deliverables:*

- 1) *Media Portfolio (begin compilation within 30 days of Final Behavioral Analysis and Final Strategic Review completion – maintain throughout contract term)*
- ii. **Strategic placement of paid advertising** – Contractor will place advertising, or assist County in placing advertising, to increase knowledge of target groups identified in the behavioral analysis and ensure coverage of watershed-specific messaging in appropriate areas. .
  - a.) *Deliverables:*
    - 1) *Placement of Paid Advertising (throughout contract)*
- iii. **Securing of pro-bono advertising** – Contractor will secure pro-bono advertising space to expand the reach of the Program.
  - a.) *Deliverables:*
    - 1) *Placement of Pro-bono Advertising (at least four pieces/opportunities throughout contract period)*
- iv. **Earned Media** – Contractor will secure non-advertising placements in targeted news and opinion outlets with stories which promote environmentally protective behaviors and other appropriate messaging.
  - a.) *Deliverables:*
    - 1) *Placement and Completion of Earned Media (at least two pieces/opportunities throughout contract period)*
- v. **Online media** – Contractor will secure placements in online outlets. These placements may consist of social media profiles (i.e. Facebook, YouTube Channel), e-newsletters, stories in website news blogs, online polls, Rich Site Summary (RSS) feeds, pop-up banners, Cost per Click keyword marketing, flash-based online flip brochures and/or other ventures as approved by County Project Lead.
  - a.) *Deliverables:*
    - 1) *Placements in on-line media*

#### 4. **Task 4 –School Outreach**

Contractor will build upon existing relationships with local educational organizations to provide direct outreach to school groups identified by the Contractor and Permittees and develop new relationships with organizations providing programming in line with the goals of Project Pollution Prevention. Contractor will also provide teacher outreach workshops.

##### a. **Subtasks**

- i. **Identify partnership opportunities** – Contractor will seek out new relationships with organizations currently outreaching to youth and provide creative messaging to encourage involvement of school-aged children in protecting water resources in Orange County. Contractor will also develop new opportunities for collaboration with organizations with which the Program has had relationships in previous years. These opportunities will be recorded and tracked in a School Program Database by the Contractor.



Contractor will develop a Partnership Strategy laying out the best methods for collaboration between Project Pollution Prevention and organizations in the School Program Database.

a.) *Deliverables:*

- 1) *School Program Database (within 6 months of contract approval)*
- 2) *Partnership Strategy (within 30 days of Final School Program Database completion)*

- ii. **School outreach workshops** – Contractor will work collaboratively with Orange County school districts and city representatives to provide outreach/workshops to teachers to integrate water pollution curriculum into their educational programs. The presentations will include assessments of both knowledge gains and changes in behavior of students.

a.) *Deliverables:*

- 1) *Teacher Outreach Workshops (at least two during the contract period)*

**5. Task 5 – Metrics Research and Effectiveness Assessment**

The NPDES Permits for Orange County require regular assessment and iterative development of the Program (Order R8-2009-0030 Section IV and Order R9-2009-0002) to ensure increases in knowledge and changes in behavior of Orange County residents as well as compliance with other permit requirements. Supplemental to annual reporting, the Contractor will provide regular updates on task progress and permit compliance to the Permittees and NPDES Public Education Sub-committee (Order R9-2009-0002 Directive F.3.J.1).

Contractor will provide all necessary data on materials developed, advertising placed, effectiveness metrics developed and other education efforts for composing Section 6 – Public Education of the Unified Annual Report. Annual report preparation support will include discussion of Public Awareness Survey results and results from other public outreach evaluation efforts (e.g. informal surveys) that provide insight into the effectiveness of each outreach effort.

**a. Subtasks**

- i. **Program Assessment Metrics Development** – Contractor will develop metrics for evaluating program effectiveness

a.) *Deliverables:*

- 1) *Draft Assessment Metrics Matrix (within 30 days of Strategic Review completion)*
- 2) *Final Assessment Metrics Matrix (within 30 days of Draft Assessment Metrics Matrix completion)*

- ii. **Interim Evaluative Reports** – Contractor will produce interim reports outlining the measurable effects of various media and non-media efforts on raising awareness, knowledge and appropriately changing behavior of target audiences.

a.) *Deliverables:*

- 1) *Media Plan Evaluative Report (every 6 months at Public Education Sub-committee Meetings (throughout the contract period))*

- 2) *Community Impact Plan Evaluative Report (every 6 months at Public Education Sub-committee Meetings throughout the contract period)*

iii. **Unified Annual Report** and Report of Waste Discharge (ROWD)– Contractor will support preparation of the Unified Annual Reports and ROWD.

a.) *Deliverables:*

- 1) *Media Plan Summary (compilation of media portfolio and paid media statistics) (two months prior to Unified Annual Report)*
- 2) *Community Impact Plan Summary (compilation and summary of monthly written outreach reports) (two months prior to the Unified Annual Report)*
- 3) *Unified Annual Report Section 6 and ROWD Analyses (one month prior to the Unified Annual Report/ROWD)*

## 6. **Task 6 – Permittee Support**

Contractor will provide progress updates to the Permittees and Public Education Sub-committee and respond to requests for input on administering effective jurisdictional education and outreach programs. The contractor will participate in regular Permittee meetings and provide written progress reports apprising Permittees of key activities.

a. **Subtasks:**

i. **Bi-weekly conference calls** – Contractor will participate in bi-weekly conference calls to provide updates on work product status when work is in progress.

a.) *Deliverables:*

- 1) *Bi-weekly work product update conference calls during contract period and summary of call action items.*

ii. **Monthly presentations to Permittees** – Contractor will provide updates of progress and outreach results at up to 11 NPDES Public Education Sub-committee meetings.

a.) *Deliverables:*

- 1) *Monthly Progress Presentations at Public Education Sub-committee meetings (at up to 11 meetings per year during the contract period)*

iii. **Written outreach reports** – Contractor will provide monthly updates on task progress, media and non-media impressions by jurisdiction.

a.) *Deliverables:*

- 1) *Monthly Written Outreach Reports (prior to each of 11 Public Education Sub-committee meetings per year during the contract period)*

## 7. **Task 7 – Grant Application and Management**

Contractor will identify and prioritize opportunities for supplemental funding to promote new programs for target audiences. Contractor will also assist County personnel in the management of grants gained in this capacity.

a. **Subtasks:**

i. **Research available and relevant grants** – Contractor will conduct regular research for grant opportunities appropriate for programs and partnerships identified in Subtasks 2-v and 4-i and provide updates to the County and Permittees.

- a.) *Deliverables:*
  - 1) *Monthly Grant Opportunity Report (at Public Education Subcommittee meetings after completion of the Community Impact Plan)*

ii. **Apply for grants** – Contractor will assist the County Lead to apply for grants identified in Subtask 7-i that are approved by the County.

- a.) *Deliverables:*
  - 1) *Assistance as determined by County Project Lead*

**Amendment #1**  
Incorporate Task Order Numbers 9 through 13.

**Amendment #3**  
Incorporate Task Order Numbers 14 through 20.

**ATTACHMENT B  
CONTRACTOR’S PRICING**

**I. COMPENSATION:** This Contract between the County and Contractor for Professional Services, as set forth in Attachment A, “Scope of Work”.

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, labor, insurance requirements and taxes 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 Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the fixed hourly rates specified herein unless authorized by amendment in accordance with Articles “15” and “30” of the County Contract Terms and Conditions, which may require approval by the Orange County Board of Supervisors.**

**Amendment #5 (Renewal)**

**II. FEES AND CHARGES:** County will pay the following fees in accordance with the provisions of this Contract.

~~A. Task Fees~~ **Classification Rates:**

**Amendment #5 (Renewal)**  
Change from Task to Hourly Rates.

- ~~1. Task 1 ————— \$ 120,000~~
- ~~2. Task 2 ————— \$ 195,000~~
- ~~3. Task 3 ————— \$ 51,000~~
- ~~4. Task 4 ————— \$ 22,000~~
- ~~5. Task 5 ————— \$ 62,000~~
- ~~6. Task 6 ————— \$ 45,000~~
- ~~7. Task 7 ————— \$ 5,000~~

Classification	Hourly Rate
Project Manager	\$185
Creative Director	\$175
Account Manager	\$175
Account Executive	\$150
Web Coordinator	\$150
Graphic Designer	\$150
Web Developer	\$125
Data Analyst	\$125
Project Coordinator	\$125
Outreach Specialist	\$100
Business Manager	\$100

**B. Total ~~Contract~~ Annual Amount shall not exceed \$ 500,000.00**

**Amendment #5 (Renewal)**

- III. **PRICE INCREASES/DECREASES:** No price increases other than those listed above, will be permitted during the first period of the Contract. All price decreases will automatically be extended to the County. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of ninety (90) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor’s profit will not be allowed.
- IV. **FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
- V. **CONTRACTOR’S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- VI. **PAYMENT TERMS:** Invoices are to be submitted in arrears, after services have been completed, to the address specified below. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice 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.

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.

- VII. **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. Delivery/service address
- E. Contract number
- F. Service Date
- G. Description of Services
- H. Total
- I. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

OC Public Works/OC Watersheds  
Attn: ~~Jenna Voss~~  
2301 N. Glassell St.  
Orange, CA 92865-2773

**Amendment #5 (Renewal)**  
Christy Suppes



**ATTACHMENT C  
STAFFING PLAN**

**1. KEY PERSONNEL**

<b>Name</b>	<b>Classification / Designation</b>	<b>Licenses / Certifications (include license / certification number)</b>	<b>Years of Experience</b>	<b>Length of Time with the Firm</b>
Roger Faubel	Chief Executive Officer / Strategic Planner and Government Affairs	N/A	38	14
Brian Lochrie	President / Project Manager	N/A	20	10
Stephen Gregg	Senior Account Manager / Assistant Project Manager	N/A	4	3
Samantha Fitzgerald	Account Executive / Community Relations Specialist	N/A	3	1
Helene Gautreau	Business Manager / Accounting	N/A	24	11

Contractor understands that the individuals represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by County. Substitution of Contractor’s Key Personnel shall be allowed only with prior written approval of County’s Project Manager.

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

**2. SUBCONTRACTOR(S)**

Listed below are subcontractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor’s subcontractors in any given project function shall be allowed only with prior written approval of County’s Project Manager.

<b>Company Name &amp; Address</b>	<b>Contact Name and Telephone Number</b>	<b>Project Function</b>
EMC Design 13961 Brenan Way Santa Ana, CA 92705	Eric Carlisle 714-267-7771	Graphic / Web Design and Electronic Outreach
Lake Research Partners 1726 M St., NW, Suite 1100 Washington, D.C. 20036	Dr. Bob Meadow 202-776-9066	Public Opinion Research
Global Language Solutions 25 Enterprise, Suite 500 Aliso Viejo, CA 92656	Vivian Bernabe 949-798-1400	Translation Services