

SUBORDINATE CONTRACT NO. MA-042-24010151
FOR
MARKETING AND PUBLIC RELATIONS SERVICES
WITH
PULSAR ADVERTISING INC.

This Subordinate Contract Number MA-042-24010151 (“Contract”), is made and entered into this 8th day of August, 2023 (“Effective Date”) between Pulsar Advertising Inc. (“Contractor”), with a place of business at 12100 Wilshire Blvd, Suite 1980, Los Angeles, CA 90025 and County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency with a place of business at 400 W Civic Center Dr., 3rd Fl., Santa Ana, CA 92701-4539, which are sometimes individually referred to as “Party”, or collectively referred to as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A - Scope of Work/Pricing

Attachment B –Regional Cooperative Agreement No. RCA-017-22010071

RECITALS

WHEREAS, the County of Orange, County Procurement Office, has issued a Regional Cooperative Agreement No. RCA-017-22010071 for Marketing and Public Relations Services, effective August 1, 2022 through July 31, 2027, and

WHEREAS, the County, Health Care Agency (HCA) desires to enter into a Contract for Marketing and Public Relations Services with Contractor per the terms and conditions of RCA-017-22010071 and Contract No. MA-042-24010151; and

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

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Scope of Work/Pricing, attached hereto as Attachment A; and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County shall receive Marketing and Public Relations Services from the Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** Contract shall commence on August 8, 2023 through July 31, 2025 renewable for three (3) additional one-year periods upon agreement of both parties. The County does not have to give reason if it decides not to renew. Contract shall be in effect for the time periods specified, unless this Contract is earlier terminated by the Parties.
3. **Contractor Screening:** Throughout the term of this Contract, Contractor shall not be listed on any state or federal exclusionary rosters, listed below. County may screen Contractor on a monthly basis to ensure Contractor is not listed on the exclusionary rosters, listed below. If Contractor or its employee(s) are found to be included on any of the rosters indicated below, Contractor shall be deemed in default of its obligation under this Paragraph and shall constitute a cause for County to exercise its right to terminate this Contract immediately. County, in its sole discretion, may afford Contractor an opportunity to cure said default within a reasonable time.
 - a. United States Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals & Entities (LEIE) (<http://exclusions.oig.hhs.gov>).
 - b. General Services Administration (GSA) System for Award Management (SAM) Excluded Parties List (<http://sam.gov>).
 - c. State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database).
4. **Payment Terms and Schedule:** Payment shall be made in arrears within thirty (30) days upon Auditor-Controller's receipt of an approved invoice submitted in accordance with the terms set forth herein. The invoice must be verified and approved by County's Project Manager or designee and is subject to routine processing requirements of County.

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

5. **Compensation:** This is a fixed-price contract not to exceed the amount of \$4,400,000 between County and Contractor for Marketing and Public Relations Services as provided in Attachment A-1, Scope of Work/Pricing.

~~5.~~ 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 called for; for any reasonably unforeseen difficulties under the responsibility of Contractor which may arise or be encountered in the execution of the services until their acceptance; for risks connected with the services; and for performance by Contractor of all of its duties and

~~obligations hereunder. **Compensation:** This is a fixed price contract not to exceed the amount of \$2,200,000 between County and Contractor for Marketing and Public Relations Services as provided in Attachment A, Scope of Work/Pricing.~~

~~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 called for; for any reasonably unforeseen difficulties under the responsibility of Contractor which may arise or be encountered in the execution of the services until their acceptance; for risks connected with the services; and for performance by Contractor of all of its duties and obligations hereunder.~~

- 6. Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: Name: Pulsar Advertising Inc.
 Attention: Alberto Gonzalez
 Address: 12100 Wilshire Blvd., Ste. 1980
 Los Angeles, CA 90025
 Telephone: (310) 666-5685
 E-mail: agonzalez@pulsaradvertising.com

For County: Name: County of Orange, HCA/Purchasing
 Attention: Janinne Boutte
 Address: 400 W Civic Center Dr., 3rd Fl
 Santa Ana, CA 92701-4539
 Telephone: (714) 834-5244
 E-mail: jboutte@ochca.com

CC: Name: County of Orange, HCA/Mental Health and
 Recovery Services, Substance Use Disorders
 Attention: Carolyn Secrist, Program Manager
 Address: 4000 W. Metropolitan Drive, Suite 402
 Orange, CA 92868
 Telephone: (714) 834-3067
 E-mail: csecrist@ochca.com

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- 7. Invoicing and Payment Instructions:** Invoice and support documentation are to be forwarded to HCAAP@ochca.com or:

County of Orange
HCA/Accounting
P.O. Box 689
Santa Ana, CA 92702-0689

Acceptable Invoicing Format: Contractor may bill on any standard invoice form, but the following references must be made:

- a. County Contract Number **MA-042-24010151**
- b. Contractor's Federal I.D. Number and California Board of Equalization Permit Number
- c. Description of Services and Location
- d. Date(s) of Performance of Services
- e. Total Amount of Payment Requested
- f. Remittance Address

The responsibility for providing acceptable invoice(s) to the County for payments rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

(Signature Page Follows)

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this ~~Contract No. MA-042-24010151~~ Amendment No. 1 ~~the date set forth opposite their signatures~~. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor Name: PULSAR ADVERTISING INC.

Print Name

Title

Signature

Date

Print Name

Title

Signature

Date

County of Orange, a political subdivision of the State of California
Purchasing Agent/Designee Authorized Signature:

Print Name

Deputy Purchasing Agent
Title

Signature

Date

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

Print Name

Deputy County Counsel
Title

Signature

Date

ATTACHMENT A-1
SCOPE OF WORK/PRICING

I. Introduction:

The County of Orange Health Care Agency (HCA) Behavioral Health Services, Substance Use Disorder Program, requires a Media and/or Marketing vendor partner to develop a robust media campaign to increase awareness surrounding the impact of the Fentanyl Crisis on Orange County residents. Because the Fentanyl crisis has so heavily impacted the residents of Orange County in recent months and years, County seeks to create awareness of the threat through a turnkey campaign known as "Fentanyl is Forever." In addition to the materials purchased/licensed for use, County is preparing a microsite to support the campaign.

II. Scope of Work:

A. In service of the campaign, Contractor will work with County to prepare a media plan, execute the media campaign, optimize, and report on the campaign while it is in progress, and provide final reporting of the campaign. Additionally, Contractor shall provide design and creative support for components outlined in this scope and as requested by County. The goal shall be to launch the campaign on Opioid Awareness Day.

B. Media campaign components secured by County from a third-party vendor will include already-prepared :15, :30 and :60-:120 second videos, digital/social stills, radio spots, and 2 PDF pieces.

C. Contractor shall work with County to:

1. Prepare a media plan and budget to place items that may include:

- a. 15, :30 and :60 to :120 second videos for digital/social media
- b. Digital/social stills
- c. Radio spots
- d. Outdoor components: billboards, bus queens/kings, bus shelter posters, on-board bus cards
- e. Print placement
- f. Other tactics that may be identified in planning

2. Plan, coordinate and place media according to the approved plan

- a. Develop, coordinate, and execute supplemental materials in cooperation with the County, which may include copy and materials, planning, production, outreach efforts, and creation materials in threshold languages
- b. Plan, coordinate, and implement production of materials
- c. Create digital toolkits to support the campaign outreach efforts as the budget allows for community and city partners
- d. Develop social media copy to support the campaign assets
- e. Develop Board of Supervisors materials as/if needed
- f. Optimize media as indicated by key performance indicators throughout the implementation

- g. Employ tracking throughout digital components to quantify views, impressions, and click-throughs
- h. Provide final reporting of the reach and impact of the Fentanyl is Forever campaign

III. Budget

	<u>Total</u>
<u>Professional Services</u>	
<u>Account Service</u>	<u>\$350,058</u>
<u>Creative Development</u>	<u>\$200,060</u>
<u>Media Planning/Buying</u>	<u>\$339,882</u>
<u>Subtotal Professional Services:</u>	<u>\$890,000</u>
<u>Other Direct Costs</u>	
<u>Media Purchase, Ad Space, Production, etc.</u>	<u>\$3,510,000</u>
<u>Subtotal Other Direct Costs:</u>	<u>\$3,510,000</u>
<u>Total Costs:</u>	<u>\$4,400,000</u>

No material adjustments made to the Scope of Work will be authorized without County's prior written approval. Non-material adjustments may be made with the written approval of the DPA.

ATTACHMENT B

Regional Cooperative Agreement (RCA) No. RCA-017-22010071