

**AMENDMENT NO. 1  
TO  
CONTRACT NO. MA-042-21011430  
FOR  
OC LINKS 24/7 COMMUNICATION SERVICES**

This Amendment ("Amendment No. 1") to Contract No. MA-042-21011430 for OC Links 24/7 Communication Services is made and entered into on \_\_\_\_ day of April, 2022 ("Effective Date") between Pulsar Advertising, Inc. ("Contractor"), with a place of business at 10940 Wilshire Blvd., Ste. 1050, Los Angeles, CA 90024, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 200 W. Santa Ana Blvd., Ste. 650, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

**RECITALS**

WHEREAS, the Parties executed Contract No. MA-042-21011430 for OC Links 24/7 Communication Services, effective April 7, 2021 through September 6, 2022, in an amount not to exceed \$642,500 ("Contract"); and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to the Contract to correct an administrative mistake on the term of contract, to increase the amount not to exceed by \$276,921, to replace Attachment B Cost Summary/Pricing with Attachment B-1 Revised Cost Summary/Pricing, and to extend the Contract for County to continue receiving and Contractor to continue providing the services set forth in the Contract.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. Paragraph 1 of the Contract is corrected to read as follows:  
  

**"1. Term of Contract:** Contract shall commence on April 7, 2021 through June 5, 2022, unless earlier terminated. County does not have to give reason if it decides not to renew."
2. The Contract is extended for three months and twenty (20) days, effective June 6, 2022 through September 30, 2022.
3. The Contract's amount not to exceed is increased by \$276,921, for a new total amount not to exceed \$919,421; on the amended terms and conditions.
4. Attachment B, Cost Summary/Pricing, is deleted in its entirety and replaced with Attachment B-1, Revised Cost Summary/Pricing, which is attached hereto and incorporated by this reference.
5. Contractor shall continue to reference invoices with MA-042-21011430 to be forwarded to: Orange County, Health Care Agency, Accounts Payables, P.O. Box 689, Santa Ana CA 92702.

This Amendment No. 1 modifies the Contract only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms and conditions of the Contract not specifically changed by this Amendment No. 1, remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. 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 either 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: Pulsar Advertising, Inc.**

Alberto Gonzalez  
Print Name

  
Signature

President  
Title

3/15/22  
Date

James L. Wright  
Print Name

  
Signature

Ass't Secretary  
Title

3/15/22  
Date

**County of Orange**, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Print Name

Signature

Deputy Purchasing Agent  
Title

Date

Approved as to Form  
Office of the County Counsel  
County of Orange, California

Brittany McLean  
Print Name

Brittany McLean  
Signature

Digitally signed by Brittany McLean  
DN: cn=Brittany McLean, o.ou,  
email=brittany.mclean@coco.ocgov.com, c=US  
Date: 2022.03.17 11:20:35 -0700'

Deputy County Counsel  
Title

March 17, 2022  
Date

**ATTACHMENT B-1****REVISED COST SUMMARY/PRICING**

Professional Service	Revised Totals
● Account Service	\$152,005
● Creative	\$148,416
● Media	\$39,000
● Translation	\$12,500
<b>*Total Professional Service</b>	<b>\$351,921</b>
Media/Direct Costs	Revised Totals
Research	
● Social/Digital	\$250,000
● Community/Outreach/Collateral/PR	\$35,000
Print	\$65,000
OOH/Direct Mail/Broadcast (cable/radio)	
● Website	\$45,000
● Video Production	\$167,500
● Stock Photography, Graphics	\$5,000
<b>** Total Cost Media/Direct Cost</b>	<b>\$567,500</b>

\* Monthly invoices submitted based on work performed.

\*\* Shall be paid upon completion of each individual task.

Revised budget includes planning, managing and coordination of development, design, copywriting and production through delivery for the following materials that are in addition to the materials in the original Scope of Work:

- Digital Community Partners Toolkit
- OC Links Outreach Team Events & "Booth" Materials\*\*\* (i.e. Banner, Booth Cloth, Cards, Brochure, flyers, etc.) in English, Spanish, Vietnamese
- Community Presentation Materials
  - PPT template
  - OC Links video in English, Spanish and Vietnamese

\*\*\* Materials to be developed based upon client priority communications needs, events/table set-up for community outreach.

## SUBORDINATE AGREEMENT

### CONTRACT NO. MA-042-21011430 FOR OC LINKS 24/7 COMMUNICATION SERVICES

This contract number MA-042-21011430 (hereinafter "Contract"), is made or entered into this 7<sup>th</sup> day of April, 2021. Pulsar Advertising Inc. (hereinafter "Contractor"), with a place of business at 10940 Wilshire Blvd Ste. 1050, Los Angeles, CA 90024, and the County of Orange/Health Care Agency (hereinafter "County"), a political subdivision of the State of California, with a place of business at 200 W. Santa Ana Blvd., Ste. 650, Santa Ana, CA 92701-7506, which may also be referred to herein individually as "Party" or collectively as "Parties".

### ATTACHMENT

This Contract is comprised of this document and the following Attachment, which is incorporated by reference into this Contract:

Attachment A – Scope of Work  
Attachment B – Cost Summary/ Pricing  
Attachment C – RCA Contract No. RCA-017-17010036

### RECITALS

**WHEREAS**, the County of Orange, County Procurement Office has issued RCA number RCA-017-17010036, for Advertising Marketing and Public Relations, effective from March 6, 2017 through June 30, 2022; and

**WHEREAS**, the County, Health Care Agency (HCA) desires to enter into a Contract for OC Links 24/7 Communication Services with Contractor per terms and conditions of RCA No. MA-017-16010236 and Contract No. MA-042-21011430; 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 B; and

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

NOW, THEREFORE, the Parties mutually agree as follows:

## ARTICLES

1. **Term of Contract:** Contract shall commence on April 7, 2021 through September 6, 2022, 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.
2. Article "Q. Change of Ownership" of the Contract No. RCA-017-17010036 shall be deleted in its entirety and replaced with the following:

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

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

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

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

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 advance 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 \$642, 500 between County and Contractor for OC Links 24/7 Communication 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:	Jim Wright
	Address:	10940 Wilshire Blvd., Ste. 1050 Los Angeles CA 90024
	Telephone:	323-302-5100
	E-mail:	<a href="mailto:jwright@pulsaradvertisin.com">jwright@pulsaradvertisin.com</a>

For County:	Name:	County of Orange HCA/Purchasing Dept.
	Attention:	Roland Tabangin, DPA

Address: 200 W. Santa Ana Blvd., Ste. 650  
 Santa Ana, CA 92701  
 Telephone: 714-834-3151  
 Facsimile: 714-834-2657  
 E-mail: [rtabangin@ochca.com](mailto:rtabangin@ochca.com)

CC: Name: County of Orange  
 HCA/Behavioral Health Services  
 Attention: Cynthia Hernandez  
 Address: 405 W. 5<sup>th</sup> St, Suite 550.  
 Santa Ana, CA 92701  
 Telephone: 714-834-2125  
 E-mail: [chernandez@ochca.com](mailto:chernandez@ochca.com)

**7. Invoicing and Payment Instructions:** Invoice shall be mailed to the following address for payment processing:  
 County of Orange  
 HCA/Accts Payable  
 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-042-21011430
- 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-042-21011430 the date set forth opposite their signatures. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, 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: Pulsar Advertising Inc.**

James L. Wright  
\_\_\_\_\_  
Print Name  
*James L. Wright*  
\_\_\_\_\_  
Signature

Ass't Secretary  
\_\_\_\_\_  
Title  
April 5, 2021  
\_\_\_\_\_  
Date

Alberto Gonzalez  
\_\_\_\_\_  
Print Name  
*Alberto Gonzalez*  
\_\_\_\_\_  
Signature

President  
\_\_\_\_\_  
Title  
April 5, 2021  
\_\_\_\_\_  
Date

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

Michael Lizotte  
\_\_\_\_\_  
Print Name  
*Michael Lizotte*  
\_\_\_\_\_  
Signature

DocuSigned by:  
*Michael Lizotte*  
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Deputy Purchasing Agent  
\_\_\_\_\_  
Title  
4/6/2021  
\_\_\_\_\_  
Date

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

Pulsar will work with OC Health Care Agency (OCHCA) Behavioral Health to create and implement a comprehensive County--wide communications plan to establish the OC Links brand as the one--stop access to all behavioral health resources. Using this plan, Pulsar will partner with OCHCA to develop and execute a media campaign, Additionally, Pulsar will develop communications materials for community stakeholders

- OC Links Branding, Marketing, Communications and Media Campaign
- Develop service positioning, look and feel to establish OC Links identity
- Create and implement marketing strategies and plan for various audiences
- Identify, integrate and execute PR and community outreach strategies
- Distill content, resources to develop website content
- Develop partner communications in multiple languages (English, Vietnamese & Spanish) for community distribution;; HCA to lead distribution of materials with agency creative support
- Develop and execute paid media plan and creative messaging
- Estimated campaign materials: video(s), social and digital media, microsite/landing page(s), digital community materials, possible print depending on strategy and budget
- Re--introduce, create awareness, understanding and usage of OC Links and available Behavioral Health resources

Targets: OC Residents, Orange County Internal Agencies, Community Stakeholders and Partners

**MATERIALS DEVELOPMENT:**

1. Brand and Campaign Concept Development/Messaging/Graphics -- develop content, messaging and graphics incorporating OCHCA and Stakeholder input
2. Production – execute and provide campaign--based graphics, design, messaging and production as needed and approved in advance by the OCHCA
3. Final Camera--Ready Art -- complete camera--ready art for use as follows below:
  - Media campaign materials developed in English, Spanish, Vietnamese
  - Community partner materials developed in English, Spanish, Vietnamese (Budget permitting: Arabic, Korean, Chinese, Farsi)
4. OCHCA Meetings and Presentations -- participate and conduct meetings with OCHCA staff as needed.

**MEDIA BUY AND PLACEMENT RECOMMENDATIONS:**

Media Plan & Recommendations – develop and submit proposed social media plan, which includes recommendations and costs to maximize reach and frequency to the target audiences. The plan will establish the timing and sequencing of the media campaign.

Media Purchase – reserve and purchase media based on the OCHCA--approved media plan.

Performance Monitoring & Reporting – monitor, optimize, collect, curate, and consolidate statistical and performance reports during the campaign run.

**FINAL CAMPAIGN REPORT**

Final Report – Pulsar will create a detailed document recap of campaign development and implementation, and analyze data collected.

**ATTACHMENT B**  
**COST SUMMARY/PRICING**

Professional Service	Totals
• Account Service	\$94,234
• Creative	\$73,416
• Media	\$24,850
• Translation	\$7,500
*Total Professional Service	\$200,000
Media/Direct Cost	
Research	
• Social/Digital	\$150,000
• Community/Outreach/Collateral/PR	\$35,000
Print	\$60,000
OOH/Direct Mail Broadcast(cable/radio)	
• Website	\$45,000
• Video Production	\$150,000
• Stock Photography, Graphics	\$2,500
**Total Cost Media/Direct Cost	\$442,500

\* Monthly invoices submitted based on work performed.

\*\* Shall be paid upon completion of each individual task.



**AMENDMENT NUMBER THREE  
TO  
CONTRACT NUMBER RCA-017-17010036  
FOR  
ADVERTISING, MARKETING & PUBLIC RELATIONS SERVICES**

This Amendment Number Three (“Amendment”) to Contract Number RCA-017-17010036 is made and entered into upon execution of all necessary signatures by and between the County of Orange, a political subdivision of the State of California, (“County”) and Pulsar Advertising Inc., with a place of business at 10940 Wilshire Blvd., STE 1050, Los Angeles, CA 90024, (“Contractor”), which are sometimes referred to individually as “Party” or collectively as “Parties”.

**RECITALS**

**WHEREAS**, County and Contractor entered into Regional Cooperative Agreement Contract Number RCA-017-17010036 for Advertising, Marketing & Public Relations Services, County General Business, effective June 06, 2017 through June 05, 2020 (“Original Contract”); and

**WHEREAS**, Parties executed Amendment Number One to Contract to revise Attachment A, Scope of Work, Article III, Subordinate Contract Process, Paragraphs A. 1 and A. 2; and

**WHEREAS**, Parties executed Amendment Number Two to renew the Contract for an additional, two-year term, from June 5, 2020 through June 5, 2022 and to amend Paragraph S, Change of Ownership; and

**WHEREAS**, Parties desire to extend the Contract through September 30, 2022; and,

**NOW, THEREFORE**, the Parties agree to amend the Contract as follows:

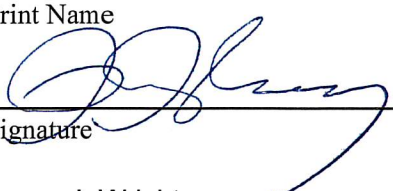

1. Term of Contract is extended through September 30, 2022.
2. This Amendment modifies the Original Contract only as expressly set forth herein. Wherever a conflict in the terms or conditions of this Amendment and the Original Contract including earlier amendments exists, the terms and conditions of this Amendment shall prevail. In all other respects, the terms and conditions of the Original Contract, including its earlier amendments, remain unchanged, in full force and effect.

**SIGNATURE PAGE**

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

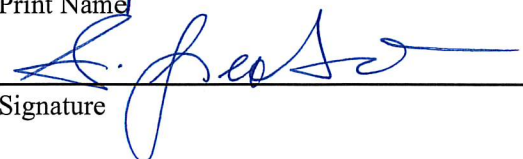
**PULSAR ADVERTISING INC\***

\* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board, 2) the President or 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer or 4) 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.

<u>Alberto Gonzalez</u>	<u>President</u>
Print Name	Title
	<u>3/17/2022</u>
Signature	Date
<u>James L Wright</u>	<u>Ass't Secretary</u>
Print Name	Title
	<u>3/17/2022</u>
Signature	Date

\*\*\*\*\*

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

<u>Sapreena Leoso</u>	<u>Deputy Purchasing Agent</u>
Print Name	Title
	<u>3/17/2022</u>
Signature	Date



**AMENDMENT #2  
TO REGIONAL COOPERATIVE AGREEMENT (RCA)  
CONTRACT NUMBER RCA-017-17010036  
FOR  
ADVERTISING, MARKETING &  
PUBLIC RELATIONS SERVICES  
COUNTY GENERAL BUSINESS**

This Amendment Number Two (hereinafter "Amendment") to Contract Number RCA-017-17010036 is made and entered into upon execution of all necessary signatures by and between the County of Orange, a political subdivision of the State of California, (hereinafter "County") and Pulsar Advertising Inc., with a place of business at 10940 Wilshire Blvd., STE 1050, Los Angeles, CA 90024, (hereinafter "Contractor"), which are sometimes referred to individually as "Party" or collectively as "Parties".

**RECITALS**

**WHEREAS**, County and Contractor entered into Regional Cooperative Agreement Contract Number RCA-017-17010036 for Advertising, Marketing & Public Relations Services, County General Business, effective June 06, 2017 through June 05, 2020 (hereinafter "Contract"); and

**WHEREAS**, County and Contractor executed Amendment Number One to Contract to amend Attachment A – Scope of Work, Article III. Subordinate Contract Process, Paragraphs A. 1 and A. 2; and

**WHEREAS**, the Parties desire to renew the Contract for two (2) years and to amend Paragraph S, Change of Ownership;

**NOW, THEREFORE**, the Parties agree to amend the Contract as follows:

1. The Contract is renewed for a period of two (2) years, effective June 06, 2020 through June 05, 2022.
2. Paragraph S of the Contract is deleted in its entirety and replaced with the following:

**"S. CHANGE OF OWNERSHIP/NAME, LITIGATION STATUS, CONFLICTS WITH COUNTY INTERESTS**

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

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

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

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

This Amendment modifies the Contract and Amendment No. 1, only as expressly set forth herein. Wherever a conflict in the terms or conditions of this Amendment, the Contract and Amendment No. 1 exists, the terms and conditions of this Amendment shall prevail. In all other respects, the terms and conditions of the Contract, including its amendments, remain unchanged, in full force and effect.

-Signature page follows-



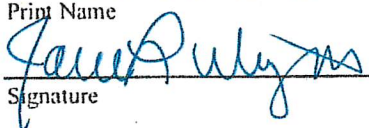
SIGNATURE PAGE

The Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

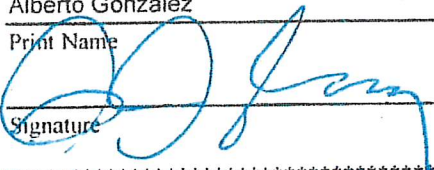
PULSAR ADVERTISING INC\*

\*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

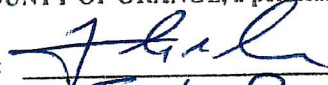
In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

James L. Wright	Partner/Assistant Secretary
_____ Print Name	_____ Title
	April 17, 2020
_____ Signature	_____ Date

\*The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

Alberto Gonzalez	President
_____ Print Name	_____ Title
	April 17, 2020
_____ Signature	_____ Date

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

By: 

Name: Frank Prado

Title: Deputy Purchasing Agent

Date: 4/22/2020



**AMENDMENT NUMBER ONE**  
**REGIONAL COOPERATIVE AGREEMENT (RCA)**  
**CONTRACT RCA-017-17010036**  
**BETWEEN**  
**COUNTY OF ORANGE**  
**AND**  
**PULSAR ADVERTISING, INC.**  
**FOR**  
**ADVERTISING, MARKETING & PUBLIC RELATIONS SERVICES**  
**COUNTY GENERAL BUSINESS**

This Regional Cooperative Agreement (RCA), hereinafter referred to as "Amendment" 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 Pulsar Advertising, Inc.; with a place of business at 10940 Wilshire Blvd. Ste. 1050, Los Angeles, CA 90024-3965; hereinafter referred to as "Contractor," with County and Contractor sometimes referred to as "Party", or collectively referred to as "Parties."

**RECITALS**

**WHEREAS**, County and Contractor entered into a Regional Cooperative Agreement number (RCA) MA-017-17010036 hereinafter referred to as "Original Contract" for Advertising, Marketing and Public Relations Services commencing on June 06, 2017 through and including June 05, 2020 and

**WHEREAS**, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for Advertising, Marketing and Public Relations Services with the Contractor and

**WHEREAS**, County desires to amend Attachment A Scope of Work Article III. Subordinate Contract Process Paragraph A. 1 and A. 2 to reflect the new 2017 Contract Policy Manual threshold amounts as per Attached Article III, and

**NOW, THEREFORE**, in consideration of the mutual obligations set forth herein, both County and Contractor agree to amend the Contract as follows:

1. Amend Attachment A Scope of Work Article III. Subordinate Contract Process Paragraph A. 1 and A. 2 as per attachment A Scope of Work, which is attached hereto for effective date August 1, 2017.

This Amendment modifies the Contract only as expressly set forth above. This Amendment does not modify, alter or amend the Contract in any other way whatsoever.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE**


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

**PULSAR ADVERTISING, INC.\***

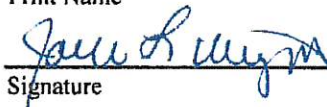
\*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

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

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


<u>Alberto Gonzalez</u>	<u>President</u>
Print Name	Title
	<u>10/16/17</u>
Signature	Date

\*The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

<u>James L. Wright</u>	<u>Assistant Secretary</u>
Print Name	Title
	<u>10/16/17</u>
Signature	Date

\*\*\*\*\*

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

<u>Monica Marquez</u>	<u>Deputy Purchasing Agent</u>
Print Name	Title
	<u>10/23/2017</u>
Signature	Date

**ATTACHMENT A  
SCOPE OF WORK**

**COUNTY GENERAL BUSINESS**

**I. INTRODUCTION**

The County of Orange is comprised of 21 Agencies/Departments and over 17,500 employees located throughout the County. The County's core businesses are public safety, public works, construction management, public health, environmental protection, regional planning, public assistance, social services and aviation.

Contractor shall be required to meet in Orange County at County's discretion and is required to manage separate contracts, as well as the ability to set-up separate accounts and invoice each County of Orange user-agency/department separately.

**II. CONTRACTOR'S RESPONSIBILITIES – COUNTY GENERAL BUSINESS**

**SCOPE OF SERVICES**

**A.** At the County's direction, provide advertising, marketing, public relations and social media services to promote efforts and initiatives set forth by the County. Contractor shall assist the County to develop campaigns, outreach programs and materials to raise awareness of the County's mission(s), and enlist support from community as well as private and public sector entities to create a positive perception of the campaign via;

- A.1 BILLBOARDS (INCLUDING ELECTRONIC)
- A.2 POSTERS/PRINT ADVERTISING (MAGAZINE/NEWSPAPER, ETC)
- A.3 MOVIE THEATER SLIDE SHOW PRESENTATION
- A.4 RADIO COMMERCIALS
- A.5 PUBLIC BUS ADVERTISEMENT
- A.6 MALL KIOSK
- A.7 WEBSITE DEVELOPMENT
- A.8 SOCIAL/ELECTRONIC MEDIA
- A.9 SUMMARY OF PUBLIC RELATIONS ACTIVITIES
- A.10 TRACKING SERVICES (BROADCAST, PRINT, INTERNET NEWS & SOCIAL MEDIA)
- A.11 TELEVISION ADVERTISEMENTS
- A.12 PRINT (BROCHURES, PAMPHLETS, ETC.)
- A.13 VEHICLE WRAP DESIGNS
- A.14 OTHER VISUAL MEDIUMS
- A.15 OTHER RELATED SERVICES NOT SPECIFICALLY MENTIONED SHALL BE INCLUDED

**B.** Develop and implement cost-effective and innovative marketing/advertising communication tactics and campaigns to reach specific target audiences and to meet specific program objectives including media placement.

**C.** Conduct research and provide strategic recommendations for advertising and marketing.

**D.** Design and produce informational materials (brochures, pamphlets, etc.) to outreach and recruit for various sectors (see examples below in 3.0).

**E.** Produce written, spoken, video-recorded materials in English, Spanish, Vietnamese and other languages as required. Braille and/or media compatible for the hearing and sight-impaired may be required.

- F. Arrange speaking engagements for designated County representatives and other public awareness campaign partners.
- G. Plan, coordinate and execute special events.
- H. Identify opportunities for marketing/advertising partnerships and collaborative campaigns to meet mutual goals of the County and its partners.
- I. In consultation with the Department, assist in the management of the Department's internet site, Facebook and Twitter accounts.

### **III. SUBORDINATE CONTRACT PROCESS**

Any scope of work under this contract will be awarded by the using department. Contractors will be notified when need or work arises within their category, and will be given time to respond to the scope of work requirements with their proposed work plan, staff and price.

#### **A. REQUEST FOR SERVICES**

1. Contracts up to \$50,000.00 – Department may issue a Contract to the Contractor of choice on the approved list for any particular Service Category.
  2. Contracts over \$50,000.00 – a written solicitation to Contractors on appropriate Contractor's list.
  3. Contractor shall respond to the County's request within the specific timeframe specified by the County.
  4. Accept the project assignment(s) and agree to commence work on the date(s) required or;
  5. Decline the project assignment(s).
  6. Award will be made to the lowest responsive and responsible Contractor.
  7. County reserves the right to select another Contractor to perform the specific project assignment if, in the County's opinion and at the County's sole discretion, the County's best interests would be served by selecting such Contractor.
- B.** Should Contractor agree to perform ALL or PART of a required project assignment(s) or perform such project assignment(s)
1. Contractor shall provide County with applicable method of compensation indicated in Attachment B for services requested and approved by agency/department.
  2. Contractor shall not commence work until an authorized order document has been issued by the County.

### **IV. COUNTY'S RESPONSIBILITIES**

- A. County shall provide support and discuss special requirements for projects.
- B. County shall collaborate with the Contractor to determine the project content material and information. Final approval shall be determined by County.
- C. County reserves the right to revise, remove or add project content as needed.
- D. County shall answer questions related to various County procedures as needed.
- E. County Agencies/Departments shall be responsible for creating their own subordinates contracts against this RCA and provide a liaison or lead for each project.



**REGIONAL COOPERATIVE AGREEMENT (RCA)  
 CONTRACT RCA-017-17010036  
 BETWEEN  
 COUNTY OF ORANGE  
 AND  
 PULSAR ADVERTISING, INC.  
 FOR  
 ADVERTISING, MARKETING & PUBLIC RELATIONS SERVICES  
 COUNTY GENERAL BUSINESS**

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 Pulsar Advertising, Inc.; with a place of business at 10940 Wilshire Blvd. Ste. 1050, Los Angeles, CA 90024-3965; hereinafter referred to as “Contractor,” with County and Contractor sometimes referred to as “Party”, or collectively referred to as “Parties.”

**ATTACHMENTS**

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

Attachment A – Scope of Work

Attachment B – Compensation/Payment

Attachment C – Staffing Plan

**RECITALS**

**WHEREAS**, Contractor responded to a Request for Proposal (“RFP”) for providing Advertising, Marketing and Public Relations Services for the County; 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 Advertising, Marketing and Public Relations Services with the Contractor and

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

**ARTICLES**

**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, 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 by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent."

- 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 services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all services 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 services have actually been received to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** Contractor expressly warrants that the services covered by this Contract are 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 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.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "HH" 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.
- 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 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 Section 1720 et seq. of the California Labor Code.

- K. Termination:** 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 thirty (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.
- 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 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 sub-contractors.
- P. Insurance Provision:** 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:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made 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 00 12, CA 00 20, or a substitute form providing liability coverage 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.

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.

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

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

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 CEO/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 thirty-six (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 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 "HH" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- W. Freight (F.O.B. Destination):** Intentionally Omitted.
- 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, in the scope of services attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. Waiver of Jury Trial:** Intentionally Omitted.
- 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 shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. Attorney 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.
- 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 affect 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, consultants and subcontractors 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 employee, consultants and subcontractors 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.
- 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.

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.

**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure goods and/or services from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as Attachment A.
2. **Contract Term:** This Contract shall commence upon execution of all necessary signatures, and continue for three (3) calendar years from that date, with two (2) one-year renewal options unless otherwise terminated by County.
3. **Regional Cooperative Agreement:** Regional Cooperative Agreements (RCA) awarded by the County of Orange are intended to be used as cooperative agreements against which individual subordinate contracts may be executed by participating County departments and non-County public entities during the effective dates outlined herein. The RCA terms, conditions, and pricing shall be extended to all subordinate contracts issued in accordance with the RCA. Subordinate contracts shall be in full force and effect through their agreed upon termination date, unless otherwise terminated by the agency/department. County departments and non-County public entities shall issue subordinate contracts in their own names, and be solely responsible for all payment requirements. Contractor shall ensure that all subordinate contracts with non-County public agencies contain an indemnification clause in which the non-County agency indemnifies and holds harmless the County of Orange from all claims, demand actions, or causes of actions of every kind arising out of, or in any way connected with the use of County issued cooperative agreements. Failure to meet this requirement shall be considered a material breach of this RCA and grounds for immediate contract termination.
4. **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 of Orange, at prices listed in the Contract, regardless of quantity requested.
5. **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.
6. **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of the Contract. If such appropriations are not approved, the Contract will be terminated without penalty to the County.
7. **Amendments – Changes/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 with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this 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 shall give the County written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the 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 DPA, shall require the mutual consent of all Parties, and may be prohibit the Contractor from proceeding with the work as set forth in this Contract.

- 8. Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.
- 9. Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- i. Terminate the Contract immediately, pursuant to Section K herein;
  - ii. 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;
  - iii. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - iv. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
- 10. Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
- 11. Compensation:** 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.
- 12. Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the county are expressly stated in the Contract.
- 13. Contractor – 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.
- 14. Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the 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.

- 15. Conflict of Interest – 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.
- 16. 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.
- 17. Consulting Contract – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a contract for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a County agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.
- 18. Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Contractor.
- 19. Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.
- 20. 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.
- 21. Contractor Personnel-Reference Check:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
- 22. Contractor's Power and Authority:** The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the County under this Contract.
- 23. Contractor's Project Manager & Key Personnel:** Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This

project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.

The Contractor's project manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's project manager.

- 24. Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of seven (7) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.
- 25. Correspondence to Buyer - Contract:** Any correspondence 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 DPA. Correspondence not directed through the DPA for resolution will not be regarded as valid.

County of Orange  
Attn: Monica Marquez  
County Procurement Office  
1300 S. Grand Ave., Bldg. A, 2nd Floor  
Santa Ana, CA 92705

- 26. County Of Orange Child Support Enforcement [Within Ten (10) Days Of Notification Of Selection For Award Of Contract]:** 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 ten (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 sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

- 27. Data- Title To:** 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 completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

- 28. Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the proposal being deemed non-responsible.
- 29. Default:** In case of default by Contractor, the County of Orange may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
- 30. Disputes – Contract:**
- 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:
    - i. The Contractor shall submit to the agency/department assigned 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.
    - ii. 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 provision of services under this Contract. 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 ninety (90) days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for Cause or Terminate for Convenience as stated in Section K herein.

- 31. Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - i. The dangers of drug abuse in the workplace;
  - ii. The organization's policy of maintaining a drug-free workplace;
  - iii. Any available counseling, rehabilitation and employee assistance programs; and
  - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
  - i. Will receive a copy of the company's drug-free policy statement; and
  - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County Contracts if the County determines that any of the following has occurred:

- a. The Contractor has made false certification, or
- b. The Contractor violates the certification by failing to carry out the requirements as noted above.

32. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
33. **Entire Contract:** This Contract and all of its attachments comprise the entire Contract between the Contractor and the County. Additional or new terms contained in this Contract, which vary from the Contractor's proposal, are deemed accepted by the Contractor by execution of this Contract or other commencement of performance hereunder. 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 incorporated into this Contract. No future waiver of, exception to, addition to, or alteration of any of the terms, conditions and/or provisions of this Contract shall be considered valid unless specifically agreed to in writing by both Parties.
34. **Equal Employment Opportunity:** The 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 may now exist or be amended in the future. The Contractor shall not

discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 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 the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

- 35. 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 Contractor Project Manager and key 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 without payment of additional compensation.
- 36. Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- 37. Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by the County's assigned buyer. If disagreement exists between the Contractor and the County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.
- 38. Limitations of Actions:** No action, regardless of form, arising out of this Contract may be brought by either party more than two (2) years after the cause of the action has arisen, or, in the case of nonpayment, more than two (2) years from the date of the last payment, except where either party, within two (2) years after a cause of action has arisen, provides the other party in

writing a notice of a potential cause of action, disclosing all material facts then known by the notifying party concerning such cause of action, then the notifying party may bring an action based on the matter so disclosed at any time prior to the expiration of four (4) years from the time the cause of action arose.

- 39. Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 40. 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.
- 41. 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.

**For Contractor:** Pulsar Advertising, Inc.  
Attn: Jim Wright  
10940 Wilshire Blvd. Ste. 1050  
Los Angeles, CA 90024-3965

**For County:** County of Orange  
County Procurement Office  
Attention: Monica Marquez  
1300 S. Grand Ave., Bldg. A, 2nd Floor  
Santa Ana, CA 92705-4434

- 42. Ownership of Documents:** In the event that Work Product created by Contractor under this agreement is a derivative work based on Contractor Intellectual Property (i.e., TPMG Lean Six Sigma Training Materials), or is a compilation that includes Contractor Intellectual Property, Contractor (The Performance Management Group LLC) does not assign to County any of its rights, title, or interest in any of Contractor's "original work" Intellectual Property. **Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Contractor Intellectual Property employed in the Work Product.**
- 43. Precedence:** The Contract 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 articles of this Contract, and then the exhibits and attachments.

- 44. Price Increase/Decrease:** No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to the County of Orange. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of thirty (30)-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.
- 45. Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld.

- 46. Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic at 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, a 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 releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.
- 47. Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. 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.
- 48. Sub-Contracting:** No performance of this Contract or any portion thereof may be assigned or sub-contracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to assign or sub-Contract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to sub-Contract, this Contract shall prevail and the terms of the sub-Contract shall incorporate by reference and not conflict with the terms of this Contract. In the manner in which the County expects to receive services, the County shall look to the Contractor for performance and not deal directly with any sub-Contractor. All matters related to this Contract shall be handled by the Contractor with the County; the County will have no direct contact with the sub-Contractor in matters related to the performance of this Contract. All work must meet the approval of the County of Orange.

- 49. Usage Reports:** The Contractor shall submit usage reports as requested by County. Contractor shall provide usage reports within fourteen days of such request. The usage report shall include all information requested by County, in a format specified by County.

50. **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.
51. **Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

SIGNATURE PAGE

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

PULSAR ADVERTISING, INC.\*

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

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

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

ALBERTO AGUIRRE PRESIDENT  
Print Name Title

[Signature] MAY 24, 2017  
Signature Date

\*The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

JAMES L. WRIGHT ASS'T SECRETARY  
Print Name Title

[Signature] 5/24/17  
Signature Date

\*\*\*\*\*

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

Monica Marquez Deputy Purchasing Agent  
Print Name Title

[Signature] 6/6/2017  
Signature Date

**ATTACHMENT A  
SCOPE OF WORK**

**COUNTY GENERAL BUSINESS**

**I. INTRODUCTION**

The County of Orange is comprised of 21 Agencies/Departments and over 17,500 employees located throughout the County. The County's core businesses are public safety, public works, construction management, public health, environmental protection, regional planning, public assistance, social services and aviation.

Contractor shall be required to meet in Orange County at County's discretion and is required to manage separate contracts, as well as the ability to set-up separate accounts and invoice each County of Orange user-agency/department separately.

**II. CONTRACTOR'S RESPONSIBILITIES – COUNTY GENERAL BUSINESS**

**SCOPE OF SERVICES**

**A.** At the County's direction, provide advertising, marketing, public relations and social media services to promote efforts and initiatives set forth by the County. Contractor shall assist the County to develop campaigns, outreach programs and materials to raise awareness of the County's mission(s), and enlist support from community as well as private and public sector entities to create a positive perception of the campaign via;

- A.1 BILLBOARDS (INCLUDING ELECTRONIC)
- A.2 POSTERS/PRINT ADVERTISING (MAGAZINE/NEWSPAPER, ETC)
- A.3 MOVIE THEATER SLIDE SHOW PRESENTATION
- A.4 RADIO COMMERCIALS
- A.5 PUBLIC BUS ADVERTISEMENT
- A.6 MALL KIOSK
- A.7 WEBSITE DEVELOPMENT
- A.8 SOCIAL/ELECTRONIC MEDIA
- A.9 SUMMARY OF PUBLIC RELATIONS ACTIVITIES
- A.10 TRACKING SERVICES (BROADCAST, PRINT, INTERNET NEWS & SOCIAL MEDIA)
- A.11 TELEVISION ADVERTISEMENTS
- A.12 PRINT (BROCHURES, PAMPHLETS, ETC.)
- A.13 VEHICLE WRAP DESIGNS
- A.14 OTHER VISUAL MEDIUMS
- A.15 OTHER RELATED SERVICES NOT SPECIFICALLY MENTIONED SHALL BE INCLUDED

**B.** Develop and implement cost-effective and innovative marketing/advertising communication tactics and campaigns to reach specific target audiences and to meet specific program objectives including media placement.

**C.** Conduct research and provide strategic recommendations for advertising and marketing.

**D.** Design and produce informational materials (brochures, pamphlets, etc.) to outreach and recruit for various sectors (see examples below in 3.0).

**E.** Produce written, spoken, video-recorded materials in English, Spanish, Vietnamese and other languages as required. Braille and/or media compatible for the hearing and sight-impaired may be required.



- F. Arrange speaking engagements for designated County representatives and other public awareness campaign partners.
- G. Plan, coordinate and execute special events.
- H. Identify opportunities for marketing/advertising partnerships and collaborative campaigns to meet mutual goals of the County and its partners.
- I. In consultation with the Department, assist in the management of the Department's internet site, Facebook and Twitter accounts.

### **III. SUBORDINATE CONTRACT PROCESS**

Any scope of work under this contract will be awarded by the using department. Contractors will be notified when need or work arises within their category, and will be given time to respond to the scope of work requirements with their proposed work plan, staff and price.

#### **A. REQUEST FOR SERVICES**

1. Contracts up to \$25,000.00 – Department may issue a Contract to the Contractor of choice on the approved list for any particular Service Category.
  2. Contracts \$25,001.00 and over – a written solicitation to Contractors on appropriate Contractor's list.
  3. Contractor shall respond to the County's request within the specific timeframe specified by the County.
  4. Accept the project assignment(s) and agree to commence work on the date(s) required or;
  5. Decline the project assignment(s).
  6. Award will be made to the lowest responsive and responsible Contractor.
  7. County reserves the right to select another Contractor to perform the specific project assignment if, in the County's opinion and at the County's sole discretion, the County's best interests would be served by selecting such Contractor.
- B.** Should Contractor agree to perform ALL or PART of a required project assignment(s) or perform such project assignment(s)
1. Contractor shall provide County with applicable method of compensation indicated in Attachment B for services requested and approved by agency/department.
  2. Contractor shall not commence work until an authorized order document has been issued by the County.

### **IV. COUNTY'S RESPONSIBILITIES**

- A. County shall provide support and discuss special requirements for projects.
- B. County shall collaborate with the Contractor to determine the project content material and information. Final approval shall be determined by County.
- C. County reserves the right to revise, remove or add project content as needed.
- D. County shall answer questions related to various County procedures as needed.
- E. County Agencies/Departments shall be responsible for creating their own subordinates contracts against this RCA and provide a liaison or lead for each project.

**ATTACHMENT B  
COMPENSATION/PAYMENT**

- I. **COMPENSATION:** This is a usage Contract between the County and the Contractor for Professional Services as provided 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 prices specified herein unless authorized by amendment in accordance with** paragraphs C and R of the County's General Terms and Conditions.

- II. **FEES and charges:** County of Orange will pay the following fees in accordance with the provisions of this Contract.

The hourly rates, as set forth herein are fixed fees and include all direct and indirect costs normally associated with Contractors advertising, marketing and public relations services and work performed by the Contractor to meet the requirements set forth in the Scope of Work.

CLASSIFICATION	HOURLY RATE
<b>Copywriter</b>	<b>\$130.00</b>
<b>Digital Media Specialist (Social Media)</b>	<b>\$80.00</b>
<b>Photographer</b>	<b>\$125.00</b>
<b>Project Manager</b>	<b>\$146.00</b>
<b>Public Relations Assistant</b>	<b>\$90.00</b>
<b>Public Relations Director</b>	<b>\$140.00</b>
<b>Videographer</b>	<b>\$150.00</b>
<b>Video Production</b>	<b>\$146.00</b>

**Additional Services or Classifications (Optional):**

<b>OTHER CLASSIFICATIONS/SERVICES</b>	<b>RATES</b>
<b>Account Manager</b>	<b>\$136.00/hour</b>
<b>Account Service</b>	<b>\$127.00/hour</b>
<b>Account Assistant</b>	<b>\$112.00/hour</b>
<b>Account Coordinator</b>	<b>\$80.00/hour</b>
<b>Intern</b>	<b>\$45.00/hour</b>
<b>Sr. Director PR/Outreach</b>	<b>\$175.00/hour</b>
<b>Sr. Strategic Marketing Planning</b>	<b>\$170.00/hour</b>
<b>Executive Creative Director</b>	<b>\$180.00/hour</b>
<b>Creative Director</b>	<b>\$141.00/hour</b>
<b>Sr. Art Director</b>	<b>\$130.00/hour</b>
<b>Graphic Designer</b>	<b>\$98.00/hour</b>
<b>Web/Digital Designer</b>	<b>\$118.00/hour</b>
<b>Creative Studio Manager</b>	<b>\$85.00/hour</b>
<b>Sr. Media Planner</b>	<b>\$125.00/hour</b>
<b>Media Supervisor</b>	<b>\$100.00/hour</b>
<b>Media Planner/Buyer</b>	<b>\$75.00/hour</b>
<b>Media Assistant</b>	<b>\$50.00/hour</b>
<b>Principal 1</b>	<b>\$163.35/hour</b>
<b>Principal 2</b>	<b>\$148.50/hour</b>
<b>GIS Tech 2</b>	<b>\$61.88/hour</b>
<b>Research Analyst 1</b>	<b>\$61.88/hour</b>
<b>Research Analyst 2</b>	<b>\$71.78/hour</b>
<b>Research Assistant 2</b>	<b>\$49.50/hour</b>
<b>Accountant</b>	<b>\$91.58/hour</b>
<b>Project Director</b>	<b>\$99.00/hour</b>
<b>Project Manager 1</b>	<b>\$61.88/hour</b>
<b>Project Manager 2</b>	<b>\$74.25/hour</b>

<b>OTHER CLASSIFICATIONS/SERVICES</b>	<b>RATES</b>
<b>Project Manager 3</b>	<b>\$86.63/hour</b>
<b>Research Analyst 1</b>	<b>\$61.88/hour</b>
<b>Research Analyst 2</b>	<b>\$71.78/hour</b>
<b>Research Analyst 3</b>	<b>\$81.68/hour</b>
<b>Research Assistant 1</b>	<b>\$44.55/hour</b>
<b>Research Assistant 2</b>	<b>\$54.45/hour</b>
<b>Research Assistant 3</b>	<b>\$64.35/hour</b>
<b>Call Center Manager 1</b>	<b>\$64.35/hour</b>
<b>Call Center Manager 2</b>	<b>\$69.30/hour</b>
<b>Call Center Manager 3</b>	<b>\$74.25/hour</b>
<b>Operations Supervisor</b>	<b>\$44.55/hour</b>
<b>Field Manager</b>	<b>\$49.50/hour</b>
<b>CPA</b>	<b>\$91.58/hour</b>
<b>Admin</b>	<b>\$54.45/hour</b>
<b>Surveyor 1</b>	<b>\$34.65/hour</b>
<b>Surveyor 2</b>	<b>\$35.89/hour</b>
<b>Surveyor 3</b>	<b>\$37.13/hour</b>
<b>Data Entry</b>	<b>\$37.13/hour</b>
<b>Supervisor I</b>	<b>\$39.60/hour</b>
<b>Supervisor II</b>	<b>\$40.84/hour</b>
<b>Supervisor III</b>	<b>\$42.08/hour</b>
<b>GIS Tech 1</b>	<b>\$44.55/hour</b>
<b>GIS Tech 2</b>	<b>\$45.79/hour</b>
<b>GIS Tech 3</b>	<b>\$47.03/hour</b>
<b>GIS Manager</b>	<b>\$61.88/hour</b>
<b>Field Surveyor I</b>	<b>\$26.95/hour</b>
<b>Field Surveyor II</b>	<b>\$27.92/hour</b>
<b>Field Surveyor III</b>	<b>\$28.88/hour</b>

OTHER CLASSIFICATIONS/SERVICES	RATES
Field Supervisor I	\$37.40/hour
Field Supervisor II	\$39.60/hour
Field Supervisor III	\$41.80/hour

### III. PRICE INCREASE/DECREASES:

No price increases 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 Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address

3. Name of County Agency/Department
4. County Contract Number
5. Department/Agency Subordinate Contract Number
6. Service date(s) – Month of Service
7. Rate
8. Deliverables / Service description
9. Contractor's Federal I.D. number
10. Total

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. 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.

**VIII. 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 proposal.

**ATTACHMENT C  
STAFFING PLAN**

**1. KEY PERSONNEL**

<b>Name</b>	<b>Title</b>	<b>Years of Experience</b>	<b>Length of Time with Firm</b>
Lisa Wharton	Project Manager	17	5+ Years
Alberto Gonzalez	President/Executive Creative Director	33	24 Year
Jim Wright	Partner/Senior Strategic Marketing Planner	38	11 Years
Alex Herrmann	Account Executive	4+	3+ Years
Andy Ankowski	Creative Director	14+	12 Years

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>
Redhill Group	Judith McCourt, MBA 949-752-5900	Market Research
Redhill Group	Mark McCourt 949-752-5900, Ext. 901	Market Research
Redhill Group	Doris Dialogu 949-752-5900	Market Research
R. Antonette Communications	Ron Antonette 562-596-4466	Public Relations