

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 7th 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~~ September 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~~ September 30, 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~~ \$919,421 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:	jwright@pulsaradvertisin.com

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

CC: Name: County of Orange
 HCA/Prevention & intervention
 Attention: Carolyn Secrist
 Address: 400 W Metropolitan Dr., Ste 400
 Orange, CA 92868
 Telephone: 714-834-3067
 E-mail: csercrist@ochca.com

7. Invoicing and Payment Instructions: Invoice and support documentation are to be emailed to hcaap@ochca.com or forwarded to:

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: CT-042
- 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.

_____	_____
Print Name	Title
_____	_____
Signature	Date
_____	_____
Print Name	Title
_____	_____
Signature	Date

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

_____	Deputy Purchasing Agent
Print Name	Title
_____	_____
Signature	Date

ATTACHMENT A
SCOPE OF WORK

The Pulsar Team is pleased to assemble this scope of work for the County of Orange Health Care Agency's Alcohol & Drug Prevention Team (ADEPT). Our goal is to create a campaign concept and initial materials to support ground level outreach as part of ADEPT's work to reduce impaired driving collisions by way of a social rideshare campaign.

Summary of understanding: Campaign Goal: Reduce impacts of impaired driving in Laguna Beach

Short term objectives:

- Increased awareness of ridesharing
- Increased consideration of rideshare planning
- Increased ridesharing
- Decreased impaired driving
- Decreased arrests for impaired driving

Target Audience: Patrons of bar and restaurant venues

Distribution Channel: Bars and restaurants via owners, managers and servers contacted via in-person outreach team visits

Call to action: Plan ahead to avoid impaired driving

Given our understanding of the campaign's goal, objectives and target audience, the Pulsar Team will begin developing a campaign by writing a creative brief outlining those aspects. We'll build on those to create a key benefit statement that helps capture how the target audience benefits.

We'll meet to review this brief and fine tune any points for the creative team to consider in concepting the campaign.

We'll use the client reviewed and approved brief to develop up to 3 campaign approaches and then meet with the ADEPT Team to review and collect feedback.

We'll then use that feedback to revise as many as two of them for further review.

At the point that one campaign approach has been selected for full development, we'll build campaign materials with the selected concept.

We expect sample materials will include a poster 18 x 24, coaster, bar napkin and a table tent, but equivalent materials can be exchanged for these items as the collaborative creative process unfolds and end-user needs and preferences are identified.

The ADEPT program will maintain full rights for use and reproduction of any materials developed by Pulsar for use in the campaign. Materials will be provided as PDFs and in native file format – Adobe Illustrator, InDesign or Photoshop as appropriate for the type of media. Any stock imagery purchased by Pulsar will also be provided in full resolution with rights documentation.

Deliverables include:

- Creative Brief
- Up to 3 creative concepts
- 1 round of revision for up to 2 concepts
- 1 final concept
- 1 round of revisions for final execution of materials
- Sample materials: poster, coaster, bar napkin, table tent or equivalent materials to be determined by the collaborative process
- Complete final files

ATTACHMENT B
COST SUMMARY/PRICING

Classification	Hourly Rate	Campaign Development	
		Hours	Cost
Account Service			
Project Manager	\$146	80	\$11,680
Sr. Strategic Marketing Planning	\$170	24	\$4,080
Account Service	\$127	60	\$7,620
Sr. PR Director/Community Outreach	\$175	0	\$0
Digital Media Specialist (social media)	\$80	0	\$0
Account Coordinator	\$80	20	\$1,600
Account Service Subtotal		184	\$24,980
Creative			
Executive Creative Director	\$180	20	\$3,600
Creative Director/Copywriter	\$141	72	\$10,152
Sr. Art Director	\$130	60	\$7,800
Digital Designer	\$118	0	\$0
Creative Studio Manager	\$85	22	\$1,870
Graphic/Production Designer	\$98	0	\$0
Creative Subtotal		174	\$23,422
Direct Costs			
Photography			\$1,500
Media Subtotal		0	\$1,500
Total Labor		358	\$49,902

ATTACHMENT B-1
REVISED COST SUMMARY/PRICING

Professional Service	Revised Totals
• Account Service	\$152,005
• Creative	\$148,416
• Media	\$39,000

● Translation	\$12,500
*Total Professional Service	\$351,921
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
** Total Cost Media/Direct Cost	\$567,500

* 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.