

CONTRACT AMENDMENT AGREEMENT
(Purchase of Services - Long Form)

Number
Fund/Org# 7519
Account # 2310
Other # 7617

1. Identification of Contract to be Amended.

Number:

Effective Date: July 1, 2011

Department: Contra Costa County Flood Control and Water Conservation District, a
flood control district existing under the laws of the State of
Subject: Public Information/Participation for Contra costa Clean Water Program California

2. Parties. The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: O'Rorke, Inc.
Capacity: Corporation
Address: 55 Hawthorne Street, Suite 430, San Francisco, CA 94105

3. Amendment Date. The effective date of this Contract Amendment Agreement is February 1, 2012.

4. Amendment Specifications. The Contract identified above is hereby amended as set forth in the "Amendment Specifications" attached hereto which are incorporated herein by reference.

5. Signatures. These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By _____ Chairman/Designee	By _____ Deputy

CONTRACTOR

Name of business entity: <u>O'RORKE, INC.</u>	Name of business entity: <u>O'RORKE, INC.</u>
By <u>[Signature]</u> (Signature of individual or officer)	By <u>[Signature]</u> (Signature of individual or officer)
<u>TRACY KEOUGH, MANAGING DIR.</u> (Print name and title A, if applicable)	<u>ANDREW WASHBURN, CEO</u> (Print name and title B, if applicable)

Note to Contractor: For Corporations (profit or nonprofit), the contract must be signed by two officers. Signature A must be that of the president or vice-president and Signature B must be that of the secretary or assistant secretary (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On 02/06/2012, before me, NANCY M. TAK
(insert name and title of the officer), personally appeared ANDREW WASHBURN ?
TRACY KEOUGH WHELAN who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.


Signature



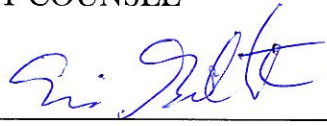
ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

By: 
Designee

FORM APPROVED
COUNTY COUNSEL

By: 
Deputy County Counsel
Eric Gelston

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

Amendment Specifications
(O'Rorke, Inc. – Amendment No. 1)

Number
Fund/Org# 7519
Account# 2310
Other # 7617

For good and valuable consideration set forth in this Amendment No. 1, Contra Costa County Flood Control and Water Conservation District ("District") and Contractor agree to amend the Contract as follows:

1. The Payment Limit set forth in Section 4 of the Contract is increased by \$62,800 from \$265,500 to a now Payment Limit of \$328,300.
2. Task 2.b.1 of the Service Plan is amended by adding the following sentence immediately after the last sentence in the section:

"Contractor will use funds received pursuant to Amendment No. 1 to this Contract for the media buy for the 2011/2012 "Litter Travels Campaign" which will support the Community Clean Water funding initiative."

3. Section 19(d) (Additional Insurance Provisions) of the General Conditions is hereby deleted in its entirety and replaced with the following:

"(d) Additional Insurance Provisions. No later than five days after Contractor's receipt of a notice of an intention to (i) cancel any of Contractor's insurance coverage required by this Contract for any reason, or (ii) make a material change to Contractor's insurance coverage required by this Contract, Contractor will provide District a copy of such notice of intention to cancel or notice of material change. Contractor's failure to provide District the notice as required by the preceding sentence is a default under this Contract. If Contractor renews any of the insurance policies or acquires any new insurance policies or amends the coverage through an endorsement to any policy at any time during the term of this Contract, then Contractor shall provide current certificates to District."

STANDARD CONTRACT
(Purchase of Services - Long Form)

Number	
Fund/Org#	7519
Account #	2310
Other #	6x7617

1. Contract Identification.

Department: Contra Costa County Flood Control and Water Conservation District,
a public body corporate and politic

Subject: Public Information / Participation for Contra Costa Clean Water Program

2. Parties. The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: O'Rorke, Inc.

Capacity: Corporation

Address: 55 Hawthorne Street, Suite 430, San Francisco, CA 94105

3. Term. The effective date of this Contract is July 1, 2011. It terminates on June 30, 2012 unless sooner terminated as provided herein.

4. Payment Limit. County's total payments to Contractor under this Contract shall not exceed
\$ 265,500.00.

5. County's Obligations. County shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. General and Special Conditions. This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. Project. This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference:

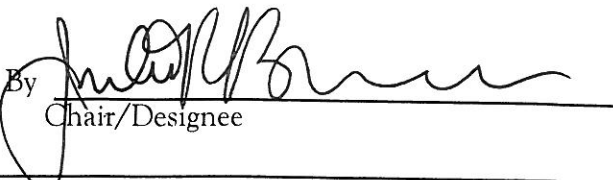
Not Applicable

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:

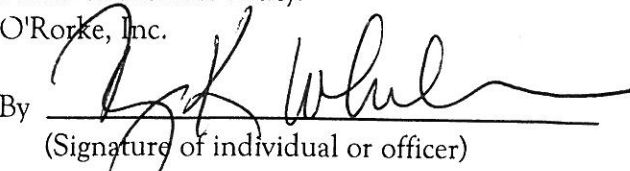
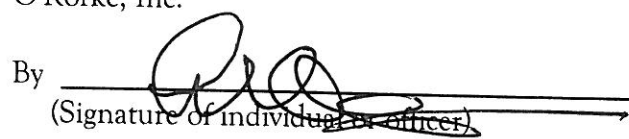
California Government Code Section 31000

10. **Signatures.** These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By  Chair/Designee	By _____ Deputy

CONTRACTOR

Name of business entity: O'Rorke, Inc.	Name of business entity: O'Rorke, Inc.
By  (Signature of individual or officer)	By  (Signature of individual or officer)
<u>Tracy K Whelan</u> VP (Print name and title A, if applicable)	<u>ANDREW WASHBURN CFO</u> (Print name and title B, if applicable)

Note to Contractor: For Corporations (profit or nonprofit), the contract must be signed by two officers. Signature A must be that of the president or vice-president and Signature B must be that of the secretary or assistant secretary (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

SERVICE PLAN

Task 1 – Project Management

Contractor's Creative Director shall coordinate efforts of its team and subcontractors with respect to stormwater pollution prevention research, strategy, creative development, message creation and fine-tuning, media planning and buying, media relations, evaluation, and reports to client.

Contractor shall provide monthly PIP Committee meeting agendas outlining strategy review, outreach activities and guidance; preview of upcoming goals, objectives, and tasks; and dates of upcoming deliverables, to be a mutually agreeable date.

Task 2 -- Marketing and Advertising

Task 2.a Contractor shall build upon existing outreach results data with additional research to develop early outreach strategy and establish a baseline of information regarding Contra Costa County residents to steer outreach at key points throughout the media campaign(s). Deadline to be a mutually agreeable date.

- *Deliverables: A final report that measures the success of the outreach campaign against the baseline surveys.*

Task 2.a.1 Contractor shall provide recommendations to update and expand the Program's website and ensure consistency with the marketing strategy developed by Contractor pursuant to this contract. Deadline to be a mutually agreeable date.

- *Deliverable: Updated web pages and web content.*

Task 2.b Contractor shall develop media plans and implement the litter campaign to target specific audiences, behaviors, and pollutants. These campaigns shall include a combination of paid and free media, and if directed by the PIP Committee, accompanied by printed "outreach" pieces produced by Contractor to give to people who need additional education and assistance in changing behavior.

Task 2.b.1 Contractor shall develop and implement a full paid media plan for the Program and conduct the "media buy" as approved by the PIP Committee, negotiating for added-value incentives and bonus spots whenever possible. Media buy shall include the most effective mix of traditional (network and cable television, print, radio, transit, movie theaters), progressive (online), innovative (promotional tie-ins) and grassroots outreach. Deadline to be a mutually agreeable date.

- *Deliverables: Media plan*

Task 3 – Promotional Materials

Contractor shall make recommendations to the PIP Committee on promotional items, and other materials to be created for the advertising campaign. Upon approval of the recommendations to the PIP Committee, Contractor will collect orders for promotional materials from individual municipalities and coordinate all aspects of production and delivery to the Program for distribution. Deadline to be a mutually agreeable date.

- *Deliverable: Samples of all promotional materials. Provide accounting of costs by municipality.*

Initials: 
Contractor


County Dept.


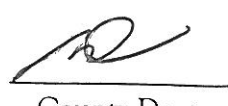
SERVICE PLAN

Task 4 – Youth/Education Activities

Contractor shall implement outreach activities designed to increase awareness of stormwater and/or watershed messages in school-age children, ages K-12. Deadline to be a mutually agreeable.

- *Deliverable: Program proposal (to be approved by PIP Committee), copies of all materials developed, incentive items and an evaluation of the effectiveness of the outreach activities.*

The total budget for FY 2011/2012 is \$265,500 for Tasks 1 through 4.

Initials: 
Contractor 
County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.


a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.


b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of four years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

5. Termination and Cancellation.

a. Written Notice. This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

b. Failure to Perform. County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

c. Cessation of Funding. Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. Entire Agreement. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. Further Specifications for Operating Procedures. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. Modifications and Amendments.

a. General Amendments. In the event that the Payment Limit of this Contract is \$100,000 or less, this Contract may be modified or amended only by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the Payment Limit of this Contract exceeds \$100,000, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

b. Minor Amendments. The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. Disputes. Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

10. Choice of Law and Personal Jurisdiction.

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.


11. Conformance with Federal and State Regulations and Laws. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.


12. No Waiver by County. Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. Subcontract and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. Independent Contractor Status. The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Additionally, Contractor is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate the Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. Conflicts of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify,


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest.

16. **Confidentiality.** Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.

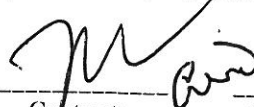
b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

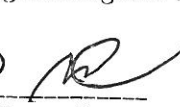
17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none shall be used, in whole or in part, for religious worship.

18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business


Contractor


County Dept.

GENERAL CONDITIONS
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losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000, and Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.

b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.

c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

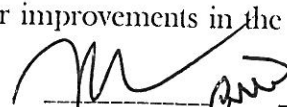
d. **Additional Insurance Provisions.** The insurance policies provided by Contractor must include a provision for thirty (30) days written notice to County before cancellation or material change of the above specified coverage.

20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

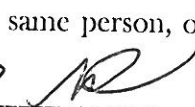
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this



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GENERAL CONDITIONS
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Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. **Copyrights and Rights in Data.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. If any material is subject to copyright, County reserves the right to copyright, and Contractor agrees not to copyright such material. If the material is copyrighted, County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.


27. **Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor must provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.



Contractor


County Dept.

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28. **Authorization**. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver**. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.


Contractor


County Dept.

SPECIAL CONDITIONS
(Purchase of Services - Long Form)

Addition of Provision Regarding "County": Paragraph 30 is added to the General Conditions, to read as follows:

- "30. Use of the term "County". For the purposes of this contract, any reference to "County" shall refer to the Contra Costa County Flood Control and Water Conservation District."

Addition of Provision Regarding "Ownership of Documents": Paragraph 31 is added to the General Conditions, to read as follows:

- "31. All materials and records of a finished nature, such as final plans, specifications, reports, maps, and media materials, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of Public Agency. All materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to Public Agency at no additional charge and without restriction or limitation on their use."

Insurance. Paragraph 19 (c) ("Certificate of Insurance") of the General Conditions is hereby deleted in its entirety and replaced with the following paragraph:

"(c). **Proof of Insurance.** Contractor shall provide County with (a) copy(ies) of the endorsement(s) naming the Public Agency, Contra Costa County, City of Antioch, City of Brentwood, City of Clayton, City of Concord, Town of Danville, City of El Cerrito, City of Hercules, City of Lafayette, City of Martinez, Town of Moraga, City of Oakley, City of Orinda, City of Pinole, City of Pittsburg, City of Pleasant Hill, City of Richmond, City of San Pablo, City of San Ramon, City of Walnut Creek, its/their governing bodies, officers and employees as additional insureds on all general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either (a) new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy(ies) at any time during the term of this Contract, then Contractor shall provide County with (a) current copy(ies) of the endorsement(s)."

PAYMENT PROVISIONS
(Fee Basis Contracts - Long and Short Form)

Number

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:



[Check one alternative only.]

☐ a. \$ monthly, or

☐ b. \$ per unit, as defined in the Service Plan, or

☐ c. \$ after completion of all obligations and conditions herein.

☒ d. Other: As provided in attached Professional Service Payment Rates.
2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.
3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials:  
Contractor County Dept.

PAYMENT PROVISIONS

Professional Service Payment Rates Rates and Charges

Contractor will be paid for services under the contract at the following rates:

Job Title/Classification	Rate per Hour
Director / Principal	\$161.50
Media Creative Director	\$161.50
Media Supervisor	\$140.60
Graphic Designer	\$120.65
Account / Media Executive	\$100.70
Media Coordinator	\$80.75
Interns	No charge

Rates shall remain in effect for the duration of the contract. Invoices shall be submitted on a monthly basis, within 30 days of the last day of the previous month, based on work completed as defined in the Service Plan.

Reimbursables:	
Mileage	At current federal mileage reimbursement rate
Parking/Toll	At cost (attach receipt)
Travel/Hotel/Food	At cost, with advance approval from Program (attach receipt)

Direct Expenses:	
Postage/Express Mail	At cost (attach receipt)
Photo Copy	At Cost (attach receipt)
Administrative Cost (for subcontracts only)	Not to exceed 10% of payment limit of subcontract amount

PAYMENT PROVISIONS**Professional Service Payment Rates
Project Personnel**

Name	Job Title/Classification
Maureen O'Rorke	Director / Principal
Tracy Keough	Media / Creative Director
Julia Fishman, Grier Mathews	Media Supervisor
Angela Anderson	Graphic Designer
Emiko Hashisaki	Account / Media Executive
Meagan Miller	Account / Media Executive
TBD	Media Coordinator
TBD	Intern
Sub-consultants	
To be Determined	Website Development
To be Determined	R & D - post media survey