CONTRACT FOR SPECIAL SERVICES BY INDEPENDENT CONTRACTOR

THIS CONTRACT is entered into by and between the COUNTY OF SAN LUIS OBISPO, a public entity in the state of California, (hereinafter "County") and McNally Temple Associates Inc. a California Corporation (hereinafter "Contractor").

WITNESSETH

WHEREAS, the County of San Luis Obispo has need for special services and advice in Development of a state wide County Veterans Services Office communications prog; and

WHEREAS, Contractor is specially trained, experienced, and competent to perform such special services;

NOW THEREFORE, the parties agree as follows:

1. **Scope of Services.** Pursuant to this Contract, Contractor shall provide to the County the following special services:

   a. Develop and implement a project to accomplish the goals and objectives identified above and that meets all proposal requirements identified below.

   b. Keep the County, the California Department of Veterans Affairs (hereinafter "CalVet") and the California Association of County Veterans Service Officers (hereinafter "CACVSO") informed on project implementation progress.

   c. Assist CalVet and CACVSO (hereinafter collectively referred to as "the Partners") in preparing for legislative hearings and in the development of any reports to stakeholders including the Department of Finance and Legislature.

   d. Identify specific marketing efforts to foster initial contact with veterans and their families that will in turn facilitate the County Veterans Service Offices (hereinafter "CVSO" or "CVSOs") ability to connect veterans with needed services and benefits while adhering to the Best Practices. (See Attachment A.)

   e. Marketing efforts must be customized to the unique characteristics of the several media markets in California to include:
      1. Referral to specific CVSO offices servicing each marketplace
      2. Targeting significant populations of non-English language users in each marketplace
      3. Other demographic characteristics that significantly impact the message being presented.

f. The Contractor shall take the lead on establishing the primary partnerships in select media markets to include those broadcasts and print outlets with significant regional coverage.

g. The Contractor must provide for the collection of metrics to demonstrate the effectiveness of individual components of this effort. Metrics shall be gathered and presented separately for each marketplace and aggregated at the state level.

h. The Contractor shall propose metrics to be reviewed by the Partners prior to implementation.

i. The Contractor must include a component to allow veterans to quickly be connected to the appropriate CVSO. An example of this could be the implementation of a statewide toll free number that requests the veteran to input their zip code at which time their call will be automatically redirected to a live person in the CVSO office serving that zip code.

j. The Contractor must include a major broadcast and print awareness campaign in each marketplace that includes both paid and free use of broadcast time, and print space.

k. The Contractor shall work with the County and the Partners to develop messaging that resonates among veterans across different ages, ranks, military branches and types of service (combat versus non-combat, etc.). Contractor shall review and incorporate results from prior surveys or focus group research involving veterans and veteran issues when formulating the messaging.

l. The Contractor shall review and incorporate (as appropriate) existing media products (such as Public Service Announcements ("PSAs"), fact sheets, etc.) to better leverage the scope of this effort.

m. The Contractor shall provide at least monthly status reports on project implementation to the County and the Partners. Reports may be made via conference calls, on-line meetings, etc. at the convenience of the participants.

n. The Contractor shall provide a report at the conclusion of the effort to describe actual implementation of the project, strengths and weaknesses of the chosen approach, opportunities for future success and detailed metrics.

o. The contractor shall participate in California State budget hearings in approximately May 2014 and be prepared to describe their approach, expected results and any early successes. This participation may consist of legislative staff meetings or budget hearing testimony.

Potential Options for Implementation

Recognizing that the County is to rely on the professional expertise of the Contractor to get the most effective use of limited funding, the following options are offered as potential ways to implement the effort.

1. Establishing media partnerships is a way to garner free or discounted broadcast time (television or radio) or print space (newspaper) in exchange for the partner having the opportunity to publicly associate with a well-known or "feel good" cause (thus establishing good will in the community and raising their positive image with viewers/readers).

2. Providing each CVSO with a turn-key program to establish secondary-level (non-regional) partnerships with local media outlets including ready-to-air (or print) TV, radio and print advertisements. This effort would include training on how to implement such partnerships.

3. Produce professional media partnership kits for use by the CVSO when they approach their local media for partnership opportunities. Kits might include background on CVSOs, CalVet, and United States Department of Veteran's Affairs (hereinafter "USDVA") and some of their services, statistics on the types of challenges faced by veterans and their families (i.e., why the services are needed), specifics of the partnership opportunity, copies of or links to the ads, etc.

4. Provide training for CVSO employees on the effective use of the partnership kits and ads, and to provide general "pitch" training in preparing for their meetings with media outlets.

5. Exploring the placement of Internet ads on targeted websites frequented by veterans. Ads would link to specific CalVet web pages that provide veteran benefit information.

6. Provide the CVSO with downloadable materials—such as a handout or fact sheet—for use on their websites, e-mails or mailings, and for veterans who visit their offices. These materials would highlight some of the most common benefits veterans are eligible for, and provide information on where and how to either access the benefits or get more information.

7. Implement efforts to generate earned or "free" media presence through promotional efforts other than advertising such as through issuance of a news release that results in a story on the 10 o'clock news, or meeting with members of a newspaper's editorial board, which subsequently writes a positive editorial, etc. Engaging in earned media activities at the beginning of this effort, to raise general awareness of the issue particularly any surprising statistics showing the under usage of benefits by California veterans, or stories about how these benefits have helped turned lives around.

8. Assist CVSOs with implementing or expanding their individual and collective social networking presence. This might include collection and distribution of existing marketing materials (documents, fact sheets, webcasts, etc.) appropriate for internet placement or, to the extent funds permit, development of new materials.

2. **Compensation.** County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract The total payable under the terms of this contract shall not exceed $372,000.00. Contractor understands that payment is contingent upon the County receiving funding from the State of California. Contractor shall submit an itemized statement to County consistent with the requirements in paragraph 3, "Billing".

3. **Billing.** Contractor shall submit to the County, by the 10th of each month, a detailed statement of services performed during that preceding period, including the number of hours of work performed, to be paid monthly or at the completion of the of said work. The invoice shall include a monthly total and itemization of all costs. Please us the last date of the service period as the invoice dates. All fiscal reports and billing shall be submitted to

San Luis Obispo

County Veterans Services Office

801 Grand Ave.

San Luis Obispo, CA 93408

4. **Term of Contract**.

a. This Contract shall commence on January 27th, 2014. The County of San Luis Obispo shall be the last to sign this contract and any amendments thereto. All obligations imposed on both parties shall be binding on both parties commencing on the effective date and shall remain in effect until satisfied by performance.

b. This Contract shall terminate on January 26th, 2015, unless said work is completed on a date prior thereto or unless terminated earlier as provided therein. Termination of the Contract may be effectuated by the Department Head without the need for action, approval or ratification of the Board of Supervisors.

5. **Termination of Contract for Convenience of Either Party.** Either party may terminate this contract at any time by giving the other party 30 days' written notice of such termination. Termination shall have no effect on upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.

6. **Termination of Contract for Cause**. If Contractor fails to perform Contractor's duties to the satisfaction of the County or if Contractor fails to fulfill in a timely and professional

manner Contractor's obligations under this Contract or if Contractor shall violate any of the terms or provisions of this Contract or if Contractor, Contractor's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the Partners, then County shall have the right to terminate this Contract effective immediately upon the County giving written notice thereof to the Contractor. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination. If County's termination of contract for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Contractor's performance, or any defect in notice thereof, County's maximum liability shall not exceed the amount payable to Contractor under paragraph 2 above.

7. **Equal Employment Opportunity**. During the performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, ethnicity, marital status, medical condition, physical or mental disability, pregnancy, sexual orientation, gender expression or identity, national origin, or any other legally protected status, and hereby promises to comply with the provision on contractor agreements contained in Presidential Executive Order Number 11246 as amended by Executive Order (1) 75 and as approved by Department of Labor Relations (41 CFR Part 61).

8. **Entire Agreement and Modification**. This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

9. **Non-Assignment of Contract**. Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor may not assign, transfer, delegate or sublet any interest therein without the prior written consent of County and any such assignment, transfer, delegation, or sublease without the County's prior written consent shall be considered null and void.

10. **Covenant**. This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

11. **Enforceability**. If any term, covenant, condition or provision of this agreement 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.

12. Employment Status. Contractor shall, during the entire term of the Contract, be construed to be an Independent Contractor and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Contract; provided always however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Contractor understands and agrees that Contractor's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any County retirement program or for paid vacation, paid sick leave, or other leave, with or without pay or for any other benefit which accrues to a County employee.

13. Warranty of Contractor. Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified licensed and insured under the laws and regulations of the State of California to provide the special services herein agreed to.

14. Indemnification. To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by sole negligence or willful misconduct of the County.

15. Insurance

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope and Limits of Required Insurance Policies

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** ISO Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$250,000** per accident for bodily injury or disease. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

(Not required if Contractor provides written verification that it has no employees)

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as insureds** on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

2. **Primary Coverage:** For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. **Notice of Cancellation:** Each insurance policy required above shall state that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the County.

4. **Failure to Maintain Insurance:** Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

5. **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

6. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

7. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

8. **Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis:

   1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

   2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work

   3.If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

9. **Separation of Insureds**: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

10. **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy

language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Certificates and copies of any required endorsements shall be sent to:

San Luis Obispo County Veterans Service Office
Attn: Dana Cummings
801 Grand Avenue
San Luis Obispo, CA 93408

16. Records.

a. Contractor shall keep complete and accurate records for the services performed pursuant to this Contract and any records required by law or government regulation and shall make such records available to County upon request.

b. Contractor shall assure the confidentiality of any records that are required by law to be so maintained.

c. Contractor shall prepare and forward such additional or supplementary records as county may reasonably request.

17. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

San Luis Obispo County Veterans Services
801 Grand Avenue
San Luis Obispo CA 93408

and to the Contractor:

McNally Temple Associates Inc.
1817 Capitol Avenue
Sacramento, CA 95811

18. Cost Disclosure - Documents and Written Reports. Pursuant to Government Code section 7550, if the total cost of this Contract is over $5,000.00, the Contractor shall include in

all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

19. **Reports**. Written reports shall be submitted monthly by Contractor to County by the 10th day of each month succeeding the month within which the report is concerned. The report shall describe the work performed, personnel involved and accomplishments made during the preceding months, and the manner in which all conditions and specification of the contract are being met, plus any problems anticipated in performing said work in the future.

20. **Copyright.** Any reports, maps, documents or other materials produced in whole or part under this Contract shall be the property of the County and none shall be subject to an application for copyright by or on behalf of Contractor.

21. **Findings Confidential**. No reports, maps, information, documents, or any other materials given to or prepared by Contractor under this Contract which County requests in writing to be kept confidential, shall be made available to any individual or organization by Contractor without the prior written approval of County. However, Contractor shall be free to disclose such data as is publicly available.

22. **Performance Bond.** The County agrees to waive any requirement of a performance bond.

23. **Restrictive Covenant**. Contractor agrees that he will not, during the continuance of this Contract, perform or otherwise exercise his services in any manner or place except for the County, unless and until said County waives this restriction.

24. **Equipment and Supplies.** Contractor will provide all necessary equipment and supplies in order to carry out the terms of this Contract.

IN WITNESS THEREOF, County and Contractor have executed this Contract on the day and year first hereinabove set forth.

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: _____
Deputy County Counsel

Date: 2/28/14

COUNTY OF SAN LUIS OBISPO

By: _____
Chairman of the Board of Supervisors

Approved by the Board of Supervisors this on _____, 20____

ATTEST:

_____
Clerk of the Board of Supervisors

CONTRACTOR:

_____

Title: Vice President

Date: 2/7/14

State of California
County of Sacramento

STATE OF CALIFORNIA,)
) ss.
County of San Luis Obispo,)

I, _____, County Clerk and ex-officio Clerk of the Board of Supervisors, in and for the County of San Luis Obispo, State of California, do hereby certify the foregoing to be a full, true and correct copy of an order made by the Board of Supervisors, as the same appears spread upon their minute book.

WITNESS my hand and the seal of said Board of Supervisors, affixed this _____day of _____, 20___.

_____
County Clerk and Ex-Officio Clerk of the Board of Supervisors

(SEAL)

By _____
Deputy Clerk.