

COUNTY OF VENTURA CONTRACT NUMBER #8863

CONTRACT

This Contract entered into this 2nd day of August, 2022, by, and between, the County of Ventura, a political subdivision of the State of California, hereinafter called "County" and ProProse, LLC dba Sagent, hereinafter called "Contractor."

WITNESSETH

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing professional services hereinafter described:
NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and Exhibit A, attached hereto.

2. **PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County will make payment to Contractor in the manner specified in Exhibit A.

3. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this Contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this Contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this Contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by

Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

4. **NON-ASSIGNABILITY**

Contractor will not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

5. **TERM**

This Contract will be in effect from August 2, 2022 through October 31, 2025 subject to all the terms and conditions set forth herein.

Time is of the essence in the performance of this contract.

Continuation of the Contract is subject to the appropriation of funds for such purpose by the County's Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve County of any further obligation therefor.

6. **TERMINATION**

The County Purchasing Agent may terminate this Contract at any time for any reason by providing 10 days' written notice to Contractor. In the event of termination under this paragraph, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Contract. On completion or termination of this Contract, County will be entitled to immediate possession of and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this Contract.

7. DEFAULT

If Contractor defaults in the performance of any term or condition of this Contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this Contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 4 above.

8. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

All activities and/or work covered by this Contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this Contract.

9. INSURANCE PROVISIONS

A) Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:

- 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, and broad form blanket contractual.
- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

- 3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
 - 4) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
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- B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
 - C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
 - D) The County, and any applicable Special Districts are to be named as Additional Insured as respects to work done by Contractor under the terms of this Contract for General Liability Insurance.
 - E) Contractor agrees to waive all rights of subrogation against the County, its Boards, Agencies, Departments, any applicable Special Districts, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this Contract.
 - F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
 - G) Contractor agrees to provide County with the following insurance documents on or before the effective date of this Contract:
 1. Certificates of Insurance for all required coverage.
 2. Additional Insured endorsement for General Liability Insurance.
 3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

10. **NON-DISCRIMINATION**

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political

affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

11. **SUBSTITUTION**

If particular people are identified in Exhibit A as working under this Contract, the Contractor will not assign others to work in their place without written permission from the County Purchasing Agent. Any substitution will be with a person of commensurate experience and knowledge.

12. **INVESTIGATION AND RESEARCH**

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

13. **CONTRACT MONITORING**

The County will have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by Lara Shellenbarger, employee of the County of Ventura Watershed Protection District, or his/her authorized representative.

14. **ADDENDA**

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

15. **CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this

Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this Contract.

16. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

17. **NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: County of Ventura
General Services Agency
Procurement Services
800 South Victoria Avenue, L#1080
Ventura, CA 93009

TO CONTRACTOR: Shelley Cousineau
Sagent Marketing
2215 21st Street
Sacramento, CA

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

18. **MERGER CLAUSE**

This Contract supersedes any and all other contracts, either oral or written, between Contractor and the County, with respect to the subject of this Contract. This Contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this Contract. No contract, statement, or promise not contained in this Contract will be valid or binding.

19. **ORDER OF PRECEDENCE**

This Contract supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, and constitutes the entire understanding between the parties hereto.

This Contract may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties. In the event of an inconsistency in this Contract, the inconsistency shall be resolved in the following order:

1. This Contract;
2. Contactor's Scope of Work dated 6/21/2022

20. **GOVERNING LAW**

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties under this Contract, will be construed pursuant to and in accordance with the laws of the State of California.

21. **SEVERABILITY OF CONTRACT**

If any term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract terms will remain in full force and effect and will not be affected.

22. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Contract.

23. **COMPLIANCE WITH LAWS**

Each party to this Contract will comply with all applicable laws.

24. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this Contract will be construed to be both a covenant and a condition.

25. **NON-EXCLUSIVITY**

The County reserves the right to contract with providers of similar services and/or equipment other than the Contractor when it is reasonably determined to be in the best interest of the County.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA

Melissa Lorenzen
Authorized Signature

Melissa Lorenzen
Melissa Lorenzen

Principal Buyer
Principal Buyer

9/1/2022
Date

CONTRACTOR*

Anne C Staines
Authorized Signature

Anne C Staines
Printed Name

President & CEO
Title

Sept 26, 2022
Date

51-0665022
Tax Identification Number

200800910125 (ProProse LLC dba Sagent)
Secretary of State Entity Number

CONTRACTOR*

Authorized Signature

Printed Name

Title

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be from either (1) the Chief Executive Officer, (2) the Chairman of the Board, (3) the President, or (4) a Vice President.

The second signature must be from either (a) the Secretary, (b) an Assistant Secretary, (c) the Chief Financial Officer(or Treasurer), or (d) and Assistant Treasurer.

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

EXHIBIT "A"

CONTRACTOR RESPONSIBILITIES

See Exhibit A Scope of Work

COMPENSATION SCHEDULE

See Exhibit A Scope of Work

Payment terms are Net 30 Days upon receipt of invoice, in arrears for services rendered.
Reimbursement for travel and expenses are to be in accordance with the County's
expense reimbursement policy (Administrative Manual).

Exhibit A

Scope of Work

(June 21, 2022)

VENTURA COUNTYWIDE STORMWATER QUALITY MANAGEMENT PROGRAM STORMWATER PUBLIC OUTREACH

Sagent is excited to continue working with the Ventura County Watershed Protection District (Ventura County) on behalf of the Ventura Countywide Stormwater Quality Management Program (VCSQMP) through October 2025.

This scope of work (SOW) provides details regarding the possible services that Sagent will provide to Ventura County on behalf of the VCSQMP each reporting year over the contract period. The SOW is designed to continue to educate and raise awareness among County residents, particularly young people, about the adverse impacts of stormwater pollution and to inspire them to adopt behaviors and take appropriate actions to reduce the risk to watersheds.

SOW Per Year:

Annual Communications Plan

\$5,000 - \$6,500

For each reporting year (July 1 – June 30), Sagent will update the Annual Communications Plan with current recommendations. The Communications Plan uses reporting and budgetary insights from the previous year to inform strategy and budget allocations for the upcoming fiscal year. In developing the Communications Plan Sagent, together with the Public Information and Participation Program (PIPP) Subcommittee, will consider the public outreach requirements of the NPDES Municipal Separate Stormwater Sewer System (MS4) Permit.

Once approved by the Program's PIPP Subcommittee and Ventura County Project Manager, the Communications Plan will be used throughout the reporting year to achieve the project's unique vision, objectives and recommended strategies and tactics to achieve them. As in our previous contract, the Communications Plan will serve as a roadmap for us to accomplish the measured outcome goals as identified by the Program and NPDES MS4 Permit.

Project Management

\$15,000 - \$18,500

Throughout the course of the contract, strategic planning and direction will be needed to keep the project successful and to see greater results. To ensure that tasks are on time and on budget, a Sagent Project Manager and expert support team will be assigned to you, to successfully execute the campaigns and other services. Regular bimonthly conference calls will be scheduled with the Ventura County Project Manager on behalf of the VCSQMP. Sagent will also participate in the monthly PIPP Subcommittee meetings as needed. Through these meetings and e-mail, Sagent will be consistently in touch with Ventura County on behalf of the VCSQMP. Ventura County Project Manager will be contacted for approvals, information and updates as needed, on behalf of the VCSQMP. Sagent will also hold a weekly internal team meeting for the project, as needed. In addition, Sagent will develop a project status report to be used as a project management tool that will be submitted monthly.

Materials & Creative Development

\$15,000 - \$22,000

Sagent will create ad sizes or promotional items as needed, utilizing established Ventura County branding and creative look and feel. Additional materials could include but are not limited to digital banner ads, posters, flyers and banners. To ensure cultural effectiveness, language translations can be developed for any materials, within budget.

In addition, Sagent will develop any materials as requested within budget by Ventura County on behalf of the VCSQMP and the PIPP Committee. All native/raw files for materials created will be provided to Ventura County at the conclusion of each reporting year.

With additional funding, more materials can be developed, updated or translated based on VCQSMP's needs.

Paid Media

\$50,000 - \$65,000

Sagent will create an annual paid media campaign that will target Ventura County residents who speak English and Spanish. The goal of the paid media campaign will be to educate the general public about stormwater and pollutants of concern, and corresponding polluting behaviors. The goal is to change behavior. By building on new materials created in previous years, we can reduce materials development costs for media campaigns.

The Sagent Media Team will submit a paid media proposal to Ventura County on behalf of VCSQMP with targeting based on Permit requirements and previous campaign results. The paid media plan will use multiple channels to reach the target population including out-of-home placements (OOH), radio, digital, video, social media, and added value options. The Paid Media Plan will be designed to target a diverse population with the most efficient media reaching the public with behavior change and pollution prevention messages. This public information effort will meet NPDES requirements to raise public awareness of the stormwater program, activities and messages.

With additional funding, a larger more robust strategic paid media buy can be developed.

Social Media

\$15,500 - \$17,000

Sagent will recommend and execute a social media content strategy for Ventura County's Community for A Clean Watershed (CCW) Facebook and Instagram Pages.

We will continue to develop monthly social media content calendars for CCW social media pages. Sagent will develop this content by topic, as identified in the updated Annual Outreach & Communications Plan. Sagent will not post any content to the CCW pages without prior approval unless previously agreed upon.

Sagent will continue to monitor the social media analytics for the CCW pages. Monthly analytics reports will guide strategic recommendations to best target priority populations. A summary of the annual analytics will be provided in the Annual Report.

We recommend scaling back on organic content development and increasing the budget for boosted posts and paid ad campaigns. Facebook's current algorithm is heavily skewed towards boosted/paid posts and will significantly improve CCW's results. Paid ads allow us to reach a wider audience with specifically targeted ads, prioritizing website views, page follows or other actionable steps.

With a larger budget, more organic content and paid campaigns can be developed, increasing the visibility and reach.

Outreach & Partnerships

\$3,000

Sagent will continue to provide strategic guidance to the PIPP Subcommittee of the VCSQMP regarding key events and outreach over the course of the contract. Sagent will support the VCSQMP in their outreach and partnership development, including but not limited to media outreach, press release development, and identifying and promoting key events as needed.

Website

\$2,000

Sagent will continue work with the Ventura County and the PIPP Subcommittee of the VCSQMP to update the CCW website as needed. We will create content to match the paid media campaigns and will adapt existing website content as requested. Sagent will also continue to monitor the website analytics throughout the contract. Website analytics will be provided in monthly social media analytic reports and the Annual Report.

Reporting

\$4,000 - \$5,000

Reporting services are essential to ensuring that our campaign is meeting our goals and objectives determined for each permit reporting year (July 1 – June 30). At the conclusion of the reporting year, Sagent will provide reports based on the services we deliver. An Annual Report will be developed including campaign results, website analytics, social media analytics results and the results of any other tactics. The Report format will adhere to permit requirements and is customizable to meet the needs of the VCSQMP.

Effectiveness Evaluation *

\$21,000

* These are funds outside the FY-23 budget.

If approved by Ventura County on behalf of VCSQMP, Sagent recommends an effectiveness evaluation to gain an understanding of the public's awareness of stormwater quality concerns, VCSQMP branding and outreach tactics, and comprehension of correct behaviors. A baseline Awareness Survey was conducted in the 21-22 Fiscal Year; by conducting an additional survey, we can gain powerful insights about behavior change over time to guide strategies moving forward.

Sagent will support the Effectiveness Evaluation by reviewing the questionnaire developed, topline results and detailed reporting, and provide strategy insights to Ventura County on behalf of VCSQMP. Sagent will directly contract with survey vendors to oversee the execution of the survey on behalf of the VCSQMP.

Estimated Budget Breakdown

On the following page is a combined total of tasks listed in the annual SOW. We provided the scope in the form of a menu to provide the flexibility for Ventura County on behalf of the VCSQMP to choose some or all the services they wish to execute each reporting year.

TASK ITEM	Y1 COST ESTIMATE	Y2-Y3 COST ESTIMATE
Annual Communications Plan	\$5,000	\$6,500
Project Management	\$15,000	\$18,500
Materials & Creative Development	\$15,000	\$22,000
Paid Media	\$50,000	\$55,000
Social Media	\$15,500	\$17,000
Outreach & Partnerships	\$3,000	\$3,000
Website	\$2,000	\$2,000
Reporting	\$4,000	\$5,000
Subtotal	\$109,500	\$129,000
Effectiveness Evaluation	\$21,000	\$21,000
Total	\$128,000	\$150,000

RATE STRUCTURE				
	22-23	23-24	24-25	
Strategic Lead	\$ 260.00	\$ 265.00	\$ 271.00	
Services/Media Director	\$ 225.00	\$ 232.00	\$ 234.00	
Account Supervisor	\$ 190.00	\$ 194.00	\$ 198.00	
Executive	\$ 173.00	\$ 176.00	\$ 180.00	
Account Executive	\$ 162.00	\$ 165.00	\$ 169.00	
Media Manager	\$ 162.00	\$ 165.00	\$ 169.00	
Project Coordinator	\$ 98.00	\$ 100.00	\$ 102.00	
Account Coordinator/Data Analyst	\$ 110.00	\$ 112.00	\$ 114.00	
Media Assistant	\$ 98.00	\$ 100.00	\$ 102.00	

Support

\$ 75.00 \$ 77.00 \$ 78.00

CONTRACT YEAR

NOT TO EXCEED AMOUNT

Y1: date of contract award – October 31, 2023	\$109,500
Y2: July 1, 2023 – October 31, 2024	\$150,000
Y3: July 1, 2024 – October 31, 2025	\$150,000
10% for Extra Services (requires prior written approval from County PM)	\$15,000
Total	\$424,500